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RESIDENTIAL SERVICE
SCHEDULE RES-54

AVAILABILITY

This Schedule is available when electric service is used for domestic purposes in and about a residential dwelling unit, including electric service used on a farm and in the preparation of the farm's products for market. A residential dwelling unit served under this Schedule may be used as a boarding house, fraternity house, tourist home, or like establishment, provided such residential dwelling unit is one which ordinarily would be used as a private residence.

Service under this Schedule is not available for processing (or handling) for market of farm products produced by others; for separately metered farm operations; for individual motors in excess of 10 HP (in exceptional cases, motors as large as 15 HP may be served upon approval by the Engineering Department); for commercial or industrial purposes; for other uses not specifically provided for by the provisions herein; or for resale service.

Non-fossil energy sources caused by acts of nature, such as wind or solar, are permitted as supplement to Customer's energy requirement provided Company is granted the right to install, operate, and monitor special equipment to measure Customer's load or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one kilowatt-hour meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, either single-phase 2 or 3 wires, or three-phase 4 wires, at Company's standard voltages of 240 volts or less.

MONTHLY RATE

I. For Single-Phase Service:

Bills Rendered During July - October

Bills Rendered During November - June

A. Basic Facilities Charge:

Basic Facilities Charge:

\$11.78 per month

\$11.78 per month

B. Kilowatt-Hour Charge:

Kilowatt-Hour Charge:

11.803¢ per kWh for all kWh

11.803¢ per kWh for the first 800 kWh
11.303¢ per kWh for the additional kWh

II. For Three-Phase Service:

The bill computed for single-phase service plus \$6.50.

III. For Multiple Dwelling Units:

When more than one residential housekeeping unit is served through the same meter, the kilowatt-hours in each of the energy blocks will be multiplied by the number of individual dwelling units served.

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

Residential Classification - \$0.72 per month

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission. The additional charge of 1.5% is not applicable when Customer has had no previous arrears in the preceding 12 months and has been a customer at this location for a continuous 12-month period.

CONTRACT PERIOD

The Contract Period shall not be less than one year.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

RESIDENTIAL SERVICE
TIME-OF-USE
SCHEDULE R-TOUD-54

AVAILABILITY

This Schedule is available on a voluntary basis when electric service is used for domestic purposes in and about a residential dwelling unit, including electric service used on a farm and in the preparation of the farm products for market. A residential dwelling unit served under this Schedule may be used as a boarding house, fraternity house, tourist home, or like establishment, provided such residential dwelling unit is one which ordinarily would be used as a private residence.

Service under this Schedule is not available: (1) for processing (or handling) for market of farm products produced by others; (2) for separately metered farm operations; (3) for individual motors in excess of 10 HP (in exceptional cases, motors as large as 15 HP may be served upon approval by the Engineering Department); (4) for commercial or industrial purposes; (5) for other uses not specifically provided for by the provisions herein; or (6) for resale service.

Non-fossil energy sources caused by acts of nature, such as wind or solar, are permitted as supplement to Customer's energy requirement provided Company is granted the right to install, operate, and monitor special equipment to measure Customer's load or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation.

APPLICABILITY

This Schedule is applicable to all electric service of the same type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, either single-phase 2 or 3 wires, or three-phase 4 wires, at Company's standard voltages of 240 volts or less.

MONTHLY RATE

I. For Single-Phase Service:

| A. Service used during calendar months of June through September: | B. Service used during calendar months of October through May: |
|--|--|
| 1. <u>Basic Facilities Charge:</u> \$14.63 | 1. <u>Basic Facilities Charge:</u> \$14.63 |
| 2. <u>On-Peak kW Demand Charge:</u> \$5.36 per kW for all on-peak Billing Demand | 2. <u>On-Peak kW Demand Charge:</u> \$4.47 per kW for all on-peak Billing Demand |

3. kWh Energy Charge:

8.443¢ per on-peak kWh
7.311¢ per off-peak kWh

3. kWh Energy Charge:

8.443¢ per on-peak kWh
7.311¢ per off-peak kWh

Minimum Bill

The minimum monthly charge shall be the Basic Facilities Charge.

II. For Three-Phase Service:

The bill computed for single-phase service plus \$6.50.

BILLING DEMAND

The on-peak Billing Demand shall be the maximum demand used in the on-peak hours of the current month during any 15-minute interval.

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

I. On-Peak Hours:

- A. Service used beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 10:00 a.m. and 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

- B. Service used beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:

The on-peak hours are defined as those hours between 6:00 a.m. and 1:00 p.m., plus 4:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

II. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered as off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the Holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under

Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

Residential Classification - \$0.72 per month

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission. The additional charge of 1.5% is not applicable when Customer has had no previous arrears in the preceding 12 months and has been a customer at this location for a continuous 12-month period.

CONTRACT PERIOD

The Contract Period shall be on a monthly basis. For a customer who has previously received service under this Schedule or its predecessor, at the current location, the Contract Period shall not be less than one year.

GENERAL

Service under this Schedule is subject to the Company's Service Regulations, and any changes therein, substitutions thereof, or additions thereto lawfully made.

SMALL GENERAL SERVICE
SCHEDULE SGS-54

AVAILABILITY

This Schedule is available for electric service used by a nonresidential customer at a single point of delivery, at one of the Company's standard voltages, with a Contract Demand of less than 30 kW, until the Customer's registered demand equals or exceeds 35 kW in two or more of the preceding 12 months, or until the Customer's registered demand equals or exceeds 50 kW.

This Schedule is not available: (1) for residential service, (2) for resale service, (3) for a Contract Demand of 30 kW or more, (4) whenever the monthly registered demand equals or exceeds 35 kW in two or more of the preceding 12 months, or (5) whenever the monthly registered demand equals or exceeds 50 kW. The Company may at any time conduct a test or install a demand meter to determine the maximum 15-minute demand.

When the Customer has installed generating or converting equipment that can operate in parallel with the Company's service, the Customer shall install the protective equipment acceptable to the Company that will protect the Company's employees, its other customers, and its distribution system. The Company shall have the right to suspend delivery of electricity to the Customer with such generating or converting equipment until the Customer has installed the protective equipment.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

I. For Single-Phase Service:

\$12.34 Basic Facilities Charge

12.837¢ per kWh for the first 2,000 kWh

9.184¢ per kWh for all additional kWh

II. For Three-Phase Service:

The bill computed for single-phase service plus \$6.50.

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

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| Commercial Classification - | \$1.27 per month |
| Industrial Classification - | \$100.00 per month |

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

CONTRACT PERIOD

The Contract Period shall not be less than one year; except for short-term, construction, or temporary service, the Contract Period may be for the period requested by the Customer and in such event the Customer agrees:

- (1) That the service supplied shall be for a continuous period until disconnected; and
- (2) That where it is necessary for the Company to extend lines, erect transformers, or do any work necessary to supply service, except the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with Line Extension Plan E.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

MEDIUM GENERAL SERVICE
SCHEDULE MGS-54

AVAILABILITY

This Schedule is available for electric service used by a nonresidential customer at a single point of delivery, at one of the Company's standard voltages, with a Contract Demand or a registered or computed demand of 30 kW and greater, but less than 1,000 kW. This Schedule is also available to an existing nonresidential customer if served under the Small General Service Schedule SGS on October 7, 1983 with: (1) a Contract Demand of 1,000 kW or more, until such time as service is terminated, or service is elected under another available schedule; or (2) a Contract Demand below 1,000 kW until such time as the registered or computed demand equals or exceeds 1,200 kW in two or more of the preceding 12 months or the Customer's Contract Demand is increased to 1,000 kW or more; whereupon, this Schedule will no longer be available thereafter.

This Schedule is not available: (1) for residential service; (2) for breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; (3) for resale service; or (4) for a new customer after October 7, 1983 with a Contract Demand of 1,000 kW or more, or whenever the registered or computed demand equals or exceeds 1,200 kW in two or more of the preceding 12 months.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

I. For Single-Phase Service:

\$21.35 Basic Facilities Charge

\$6.32 per kW of Billing Demand

7.669¢ per kWh

II. For Three-Phase Service:

The bill computed for single-phase service plus \$6.50.

BILLING DEMAND

The Billing Demand shall be the greater of: (1) the maximum kW registered or computed, by or from the Company's metering facilities, during any 15-minute interval within the current billing month; (2) 80% of the maximum 15-minute demand during the billing months of July through October of the preceding 11 billing months; (3) 60% of the maximum monthly 15-minute demand during the billing months of November through June of the preceding 11 billing months; (4) 75% of the Contract Demand until such time as the Billing Demand first equals or exceeds the effective Contract Demand; or (5) 25 kW.

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

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| Commercial Classification - | \$1.27 per month |
| Industrial Classification - | \$100.00 per month |

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

CONTRACT PERIOD

The Contract Period shall not be less than one year; except for short-term, construction, or temporary service, the Contract Period may be for the period requested by the Customer and in such event the Customer agrees:

- (1) That the service supplied shall be for a continuous period until disconnected; and
- (2) That where it is necessary for the Company to extend lines, erect transformers, or do any work necessary to supply service, except the installation of a self-contained meter, the Customer shall pay for the line extension in accordance with Line Extension Plan E.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

SEASONAL OR INTERMITTENT SERVICE
SCHEDULE SI-54

AVAILABILITY

This Schedule is available for a nonresidential customer at a single point of delivery, at one of the Company's standard voltages, and whose operation is normally seasonal or varies greatly from month to month; whose actual kW demand for at least two consecutive months is less than 30% of the greater of the Contract Demand or maximum demand registered in the preceding 12 months; and whose Contract Demand or registered or computed demand is 30 kW or more.

This Schedule is not available for short-term, construction, temporary, breakdown, standby or supplementary service, or for Contract Demands or loads of less than 30 kW or greater than 100,000 kW.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

- I. For those months when service is used:

For Single-Phase Service

\$21.35 Basic Facilities Charge

14.845¢ per kWh for the first 2,000 kWh

10.927¢ per kWh for all additional kWh

For Three-Phase Service

The bill computed for single-phase service plus \$6.50.

- II. A charge will be added to the monthly bill in each of three consecutive months in each contract year, to be referred to as facilities charge months. Facilities charge months shall begin with the first month service is taken or as specified in the Service Agreement, but shall not begin later than the tenth month of the contract year. The charge to be added during each facilities charge month will be determined as follows:

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|---------|---|
| \$40.10 | Customer Seasonal Charge |
| \$ 1.72 | per kW Facilities Charge for each kW of demand registered in the first facilities charge month or the maximum 15-minute registered demand in the previous 11 months or the Contract Demand, whichever is greater. |

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under

Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

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|-----------------------------|--------------------|
| Commercial Classification - | \$1.27 per month |
| Industrial Classification - | \$100.00 per month |

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

REMOVAL OF FACILITIES

If the Customer is not using service or is only partially using service, the Company may, after notice to the Customer, remove any of its transformers and other equipment (other than structures and conductors), or may substitute other equipment for that which is being only partially used by the Customer. In either event, the Company will furnish and install, at its own expense, the same or equivalent equipment, or any needed substitute equipment, at the time the Customer notifies the Company of their desire to resume taking service.

CONTRACT PERIOD

The Contract Period shall not be less than one year, except where the Customer fails to meet the availability requirement of this Schedule.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

SMALL GENERAL SERVICE
(TIME-OF-USE)
SCHEDULE SGS-TOU-54

AVAILABILITY

This Schedule is available for electric service used by a nonresidential customer with an initial Contract Demand less than 1,000 kW.

This Schedule is not available: (1) for residential service; (2) for breakdown, standby, or supplementary service, unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; (3) for resale service; or (4) whenever Customer's registered or computed demand equals or exceeds 1,000 kW and an increase in the capacity of Company's facilities is required.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, single-phase 2 or 3 wires, or three-phase 3 or 4 wires, at Company's standard voltages. When Customer desires two or more types of service, which types can be supplied from a single-phase 3 wire type or a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

I. Service used during the calendar months of June through September:

A. Basic Facilities Charge:
\$27.85

B. kW Demand Charge:
1. \$11.39 per kW for all kW of on-peak Billing Demand
2. \$ 3.24 per kW for all off-peak excess Billing Demand

C. kWh Energy Charge:
6.535¢ per on-peak kWh
5.423¢ per off-peak kWh

II. Service used during the calendar months of October through May:

A. Basic Facilities Charge:
\$27.85

B. kW Demand Charge:
1. \$9.49 per kW for all kW of on-peak Billing Demand
2. \$3.24 per kW for all off-peak excess Billing Demand

C. kWh Energy Charge:
6.535¢ per on-peak kWh
5.423¢ per off-peak kWh

III. Minimum Bill:

The minimum monthly charge shall be the Basic Facilities Charge plus 4.230¢ per kWh for all on-peak kWh and 4.230¢ per kWh for all off-peak kWh plus \$3.24 per kW for the higher of (1) the Contract Demand or (2) the maximum monthly 15-minute demand during the current and preceding eleven (11) billing months.

BILLING DEMANDS

- I. The on-peak Billing Demand shall be the maximum demand registered or computed from Company's metering facilities used in the on-peak hours of the current month during any 15-minute interval.
- II. The off-peak excess Billing Demand is the maximum demand registered or computed from Company's metering facilities used during any 15-minute interval in the off-peak hours of the current month less the on-peak Billing Demand.

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

I. On-Peak Hours:

A. Service used beginning at 12:00 midnight March 31 and ending 12:00 midnight September 30:

The on-peak hours are defined as the hours between 10:00 a.m. and 10:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

B. Service used beginning at 12:00 midnight September 30 and ending 12:00 midnight March 31:

The on-peak hours are defined as those hours between 6:00 a.m. and 1:00 p.m., plus 4:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

II. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered as off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the Holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

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|-----------------------------|--------------------|
| Commercial Classification - | \$1.27 per month |
| Industrial Classification - | \$100.00 per month |

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

RIDER APPLICATIONS

When this Schedule is used in conjunction with any applicable rider, the charges, if any, as stated in the rider will be adjusted to reflect the on-peak and off-peak periods and on-peak and off-peak charges in this Schedule unless specific and different on-peak and off-peak periods and charges are stated in the rider.

CONTRACT PERIOD

The Contract Period shall not be less than one year; except, for short-term, construction, or temporary service, the Contract Period may be for the period requested by Customer and in such event Customer agrees:

1. That the service supplied shall be for a continuous period until disconnected; and
2. That where it is necessary for Company to extend lines, erect transformers, or do any work necessary to supply service, Customer shall pay for the line extension in accordance with Line Extension Plan E.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Company's Service Regulations, and any changes therein, substitutions therefor, or additions thereto lawfully made.

SMALL GENERAL SERVICE
(THERMAL ENERGY STORAGE)
SCHEDULE SGS-TES-54

AVAILABILITY

This Schedule is available on a voluntary basis for electric service when used for thermal storage equipment to provide space conditioning requirements by a nonresidential customer with a Contract Demand less than 1,000 kW. Thermal storage equipment as defined herein must incorporate storage mediums of water, ice, or other phase change materials and would normally utilize electrical loads of chillers, boilers, pumps, or fans.

This Schedule is not available: (1) for residential service; (2) for temporary service; (3) for service used for purposes other than thermal storage space conditioning equipment; (4) for breakdown, standby, or supplementary service; (5) for resale service; (6) for a Contract Demand of 1,000 kW or more; or (7) whenever the registered or computed demand equals or exceeds 1,200 kW in two or more of the preceding 12 months.

APPLICABILITY

This Schedule is applicable to electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, single-phase 2 or 3 wires, or three-phase 3 or 4 wires, at Company's standard voltages. When Customer desires two or more types of service, which types can be supplied from a single-phase 3 wire type or a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

I. Basic Facilities Charge:
\$27.85

II. kW Demand Charge:

| | <u>Service Rendered During the Calendar Months Of:</u> | |
|-----------------------------------|--|----------------------------|
| | <u>June through September</u> | <u>October through May</u> |
| A. On-Peak Billing Demand | \$14.13 per kW | \$11.50 per kW |
| B. Off-Peak Excess Billing Demand | \$3.24 per kW | \$3.24 per kW |

III. kWh Energy Charge:

5.431¢ per on-peak kWh
5.204¢ per off-peak kWh

IV. Minimum Bill:

The minimum monthly charge shall be 4.230¢ per kWh for all on-peak kWh and 4.230¢ per kWh for all off-peak kWh plus the Basic Facilities Charge plus \$3.24 per kW for the higher of: (1) the Contract Demand, or (2) the maximum monthly 15-minute demand during the current and preceding eleven (11) billing months.

BILLING DEMANDS

- I. The on-peak Billing Demand shall be the maximum demand registered or computed from Company's metering facilities used in the on-peak hours of the current month during any 15-minute interval.
- II. The off-peak excess Billing Demand is the maximum demand registered or computed from Company's metering facilities used during any 15-minute interval in the off-peak hours of the current month less the on-peak Billing Demand.

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

I. On-Peak Hours:

- A. Service used beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 12:00 noon and 8:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

- B. Service used beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:

The on-peak hours are defined as those hours between 6:00 a.m. and 1:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

II. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered as off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the Holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under

Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

| | |
|-----------------------------|--------------------|
| Commercial Classification - | \$1.27 per month |
| Industrial Classification - | \$100.00 per month |

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

CONTRACT PERIOD

The Contract Period shall not be less than one year.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

LARGE GENERAL SERVICE
SCHEDULE LGS-54

AVAILABILITY

This Schedule is available for electric service used by a nonresidential customer with either a Contract Demand that equals or exceeds 1,000 kW or whenever the registered or computed demand equals or exceeds 1,000 kW in the preceding 12 months.

This Schedule is not available (1) for breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year, (2) for resale service, (3) for short-term or temporary service, or (4) for any new customer with a Contract Demand in excess of 100,000 kW.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, three-phase 3 or 4 wires, at Company's standard voltages of 480 volts or higher or the voltage at which Customer was being served on October 7, 1983. When Customer desires two or more types of service, which types can be supplied from a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

I. Basic Facilities Charge:

\$192.00

II. kW Demand Charge:

\$ 13.34 per kW for the first 5,000 kW of Billing Demand

\$ 12.34 per kW for the next 5,000 kW of Billing Demand

\$ 11.34 per kW for all over 10,000 kW of Billing Demand

III. kWh Energy Charge:

5.623¢ per kWh

IV. Transformation Discounts:

When Customer owns the step-down transformation and all other facilities beyond the transformation which Company would normally own, except Company's metering equipment, the charge per kW of Billing Demand and per kWh will be reduced in accordance with the following:

Transmission Service
Transformation Discount

\$0.50/kW
\$0.00021/kWh

Distribution Service
Transformation Discount

\$0.40/kW
\$0.00002/kWh

Transmission: For Customer to qualify for the Transmission Service Transformation Discount, Customer must own the step-down transformation and all other facilities beyond the transformation which Company would normally own, except Company's metering equipment, necessary to take service at the voltage of the 69 kV, 115 kV, or 230 kV transmission line from which Customer receives service.

Distribution: For Customer to qualify for the Distribution Service Transformation Discount, Customer must own the step-down transformation and all other facilities beyond the transformation which Company would normally own, except Company's metering equipment, necessary to take service from the distribution line of 12.47 kV or higher from which Customer receives service. The distribution service source must be from a general distribution line and must be from other than a transmission-to-distribution substation built primarily for Customer's use in order to qualify for the Distribution Service Transformation Discount. A general distribution line is a 12.47 kV or higher voltage distribution line built to serve the general area and not built primarily to serve a specific customer.

Company shall have the option to install high-side metering equipment or low-side metering equipment compensated for Customer-owned transformer and line losses.

Any facilities which Company provides above those which Company would normally have utilized to service Customer's Contract Demand shall be considered as Extra Facilities. Any Company-owned protection system installed when service is directly from Company's 69 kV, 115 kV, or 230 kV transmission system, or a distribution line of 12.47 kV or higher shall be considered Extra Facilities.

If changing conditions on Company's electrical system make continuation of the current delivery voltage impractical, Customer shall be responsible for all costs for the conversion beyond the point of delivery except any Company-owned metering equipment. At the time of the conversion, Company reserves the right to provide service at one of its available voltages.

If subsequent changes in the use of Company's facilities occur which cause the reclassification of either transformers or lines, Customer's entitlement to the discount may be changed.

V. Minimum Bill:

The minimum monthly charge shall be the Basic Facilities Charge plus a charge for 1,000 kW.

BILLING DEMAND

The Billing Demand shall be the maximum kW registered or computed, by or from Company's metering facilities, during any 15-minute interval within the current billing month. However, the Billing Demand shall not be less than the greater of (1) 80% of the maximum monthly 15-minute demand during the billing months of July through October of the preceding 11 billing months, or (2) 60% of the maximum monthly 15-minute demand during the billing months of November through June of the preceding 11

billing months, or (3) 75% of the Contract Demand until such time as the Billing Demand first equals or exceeds the effective Contract Demand, or (4) 1,000 kW.

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

| | |
|-----------------------------|--------------------|
| Commercial Classification - | \$1.27 per month |
| Industrial Classification - | \$100.00 per month |

POWER FACTOR ADJUSTMENT

When the power factor in the current billing month is less than 85%, the monthly bill will be increased by a sum equal to \$0.30 multiplied by the difference between the maximum reactive kilovolt-amperes (kVAr) registered by a demand meter suitable for measuring the demands used during any 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

CONTRACT PERIOD

The Contract Period shall not be less than one year; except for short-term, construction, or temporary service, the Contract Period may be for the period requested by Customer and in such event Customer agrees:

- (1) That the service supplied shall be for a continuous period until disconnected; and
- (2) That where it is necessary for Company to extend lines, erect transformers, or do any work necessary to supply service, Customer shall pay for the line extension in accordance with Line Extension Plan E.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

LARGE GENERAL SERVICE
(TIME-OF-USE)
SCHEDULE LGS-TOU-54

AVAILABILITY

This Schedule is available on a voluntary basis for electric service used by a nonresidential customer with either a Contract Demand that equals or exceeds 1,000 kW or whenever the registered or computed demand equals or exceeds 1,000 kW in the preceding 12 months.

This Schedule is not available: (1) for breakdown, standby, or supplementary service, unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; (2) for resale service; (3) for short-term or temporary service; or (4) for any new customer with a Contract Demand in excess of 100,000 kW.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, three-phase 3 or 4 wires, at Company's standard voltages of 480 volts or higher or the voltage at which Customer was being served on October 7, 1983. When Customer desires two or more types of service, which types can be supplied from a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

I. Basic Facilities Charge:

\$192.00

II. kW Demand Charge:

| | | <u>Service Rendered During the Calendar Months Of:</u> | |
|----|---|--|----------------------------|
| | | <u>June through September</u> | <u>October through May</u> |
| A. | On-Peak Billing Demand: | | |
| | First 5,000 kW of Billing Demand | \$20.18 per kW | \$15.01 per kW |
| | For the next 5,000 kW of Billing Demand | \$19.18 per kW | \$14.01 per kW |
| | All over 10,000 kW of Billing Demand | \$18.18 per kW | \$13.01 per kW |
| B. | All off-peak excess Billing Demand | \$ 0.87 per kW | \$ 0.87 per kW |

III. kWh Energy Charge:

5.498¢ per on-peak kWh
4.998¢ per off-peak kWh

IV. Transformation Discounts:

When Customer owns the step-down transformation and all other facilities beyond the transformation which Company would normally own, except Company's metering equipment, the charge per kW of on-peak Billing Demand and per kWh will be reduced in accordance with the following:

| <u>Transmission Service</u> | <u>Distribution Service</u> |
|--------------------------------|--------------------------------|
| <u>Transformation Discount</u> | <u>Transformation Discount</u> |
| \$0.50/kW | \$0.40/kW |
| \$0.00021/kWh | \$0.00002/kWh |

Transmission: For Customer to qualify for the Transmission Service Transformation Discount, Customer must own the step-down transformation and all other facilities beyond the transformation which Company would normally own, except Company's metering equipment, necessary to take service at the voltage of the 69 kV, 115 kV, or 230 kV transmission line from which Customer receives service.

Distribution: For Customer to qualify for the Distribution Service Transformation Discount, Customer must own the step-down transformation and all other facilities beyond the transformation which Company would normally own, except Company's metering equipment, necessary to take service from the distribution line of 12.47 kV or higher from which Customer receives service. The distribution service source must be from a general distribution line and must be from other than a transmission-to-distribution substation built primarily for Customer's use in order to qualify for the Distribution Service Transformation Discount. A general distribution line is a 12.47 kV or higher voltage distribution line built to serve the general area and not built primarily to serve a specific customer.

Company shall have the option to install high-side metering equipment or low-side metering equipment compensated for Customer-owned transformer and line losses.

Any facilities which Company provides above those which Company would normally have utilized to service Customer's Contract Demand shall be considered as Extra Facilities. Any Company-owned protection system installed when service is directly from Company's 69 kV, 115 kV, or 230 kV transmission system, or a distribution line of 12.47 kV or higher shall be considered Extra Facilities.

If changing conditions on Company's electrical system make continuation of the current delivery voltage impractical, Customer shall be responsible for all costs for the conversion beyond the point of delivery except any Company-owned metering equipment. At the time of the conversion, Company reserves the right to provide service at one of its available voltages.

If subsequent changes in the use of Company's facilities occur which cause the reclassification of either transformers or lines, Customer's entitlement to the discount may be changed.

V. Minimum Bill:

The minimum monthly charge shall be the Basic Facilities Charge plus a charge for 1,000 kW at the off-peak excess demand rate.

BILLING DEMANDS

- I. The on-peak Billing Demand shall be the maximum demand registered or computed by or from Company's metering facilities used in the on-peak hours of the current month during any 15-minute interval.
- II. The off-peak excess Billing Demand is the maximum demand registered or computed by or from Company's metering facilities used during any 15-minute interval in the off-peak hours of the current month less the on-peak Billing Demand.

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

I. On-Peak Hours:

- A. Service used beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 10:00 a.m. and 10:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

- B. Service used beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:

The on-peak hours are defined as those hours between 6:00 a.m. and 1:00 p.m., plus 4:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

II. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the Holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

POWER FACTOR ADJUSTMENT

When the power factor in the current billing month is less than 85%, the monthly bill will be increased by a sum equal to \$0.30 multiplied by the difference between the maximum reactive kilovolt-amperes (kVAR) registered by a demand meter suitable for measuring the demand used during a 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to

adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

| | |
|-----------------------------|--------------------|
| Commercial Classification - | \$1.27 per month |
| Industrial Classification - | \$100.00 per month |

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

RIDER APPLICATIONS

When this Schedule is used in conjunction with any applicable rider, the charges, if any, as stated in the rider will be adjusted to reflect the on-peak and off-peak periods and on-peak and off-peak charges in this Schedule unless specific and different on-peak and off-peak periods and charges are stated in the rider.

CONTRACT PERIOD

The Contract Period shall not be less than one year.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations and any changes therein, substitutions therefor, or additions thereto lawfully made.

LARGE GENERAL SERVICE
(REAL TIME PRICING)
SCHEDULE LGS-RTP-54

AVAILABILITY

This Schedule is available for electric service to a maximum of twenty (20) nonresidential customers with a Contract Demand that equals or exceeds 1,000 kW.

This Schedule is not available: (1) for short-term or temporary service; (2) for electric service in conjunction with Incremental Power Service Rider IPS and Dispatched Power Rider No. 68; (3) for electric service in conjunction with Large Load Curtailable Rider LLC, Economic Development Rider ED, and Economic Redevelopment Rider ERD, except as provided for in the RTP Base Charge; (4) to a customer who had discontinued receiving service under this Schedule, or its predecessor, during the previous 12 months; or (5) for any new customer with a Contract Demand in excess of 50,000 kW. Power delivered under this Schedule shall not be used for resale, or as a substitute for power contracted for or which may be contracted for under any other schedule of Company, except at the option of Company, under special terms and conditions expressed in writing in the contract with Customer. Customer shall be required to furnish and maintain a communication link and equipment suitable to support remote reading of Company's meter serving Customer and to support daily receipt of the Hourly Real Time Pricing (RTP) Rates.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, three-phase 3 or 4 wires, at Company's standard voltages of 480 volts or higher. When Customer desires two or more types of service, which types can be supplied from a three-phase 4 wire type, without voltage transformation, only the type of service necessary for Customer's requirements will be supplied under this Schedule.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

CUSTOMER BASELINE LOAD (CBL)

Company shall establish a Customer Baseline Load (CBL), expressed in kilowatt-hours, using one complete year of Customer-specific hourly load data that, in Company's opinion, represents Customer's electricity consumption pattern and is typical of Customer's operation for billing under the otherwise applicable tariffs and from which to measure changes in consumption for billing pursuant to this Schedule. For situations in which hourly load data are not available, a CBL will be constructed by Company using load shapes of customers with similar usage patterns and from relevant information provided by Customer and verified by Company. Establishment of a CBL is a precondition for use of this Schedule.

CBL DETERMINATION

The CBL shall be adjusted at Company's sole discretion to reflect: (1) installation of permanent energy efficiency measures; (2) permanent removal or addition of Customer's equipment; (3) one-time extraordinary events such as natural disasters; (4) annual plant shutdowns or other random variations in the load patterns; and (5) other changes in usage. After the initial CBL is established, it shall only be subject to a downward adjustment at Customer's request by providing 30 days advance written notice of a permanent reduction of electrical load due to the installation of demonstrable energy efficiency measures or removal of Customer's equipment. Such downward adjustment is subject to Company's concurrence.

CBL CALENDAR MAPPING

To provide Customer with the appropriate CBL for the RTP Service Year, the hourly consumptions established by the CBL shall be calendar-mapped to the corresponding day of the RTP Service Year. Calendar-mapping is a day-matching method to ensure that Mondays are matched to Mondays, holidays to holidays, etc.

The CBL shall be established by first identifying holidays and then grouping the remaining days, i.e., Mondays, Tuesdays, etc., and averaging over the calendar month to result in hourly consumption for a typical week in each calendar month. The CBL result shall then be adjusted for each calendar month to reflect annual plant shutdowns, holidays, or other known work stoppages during the next RTP Service Year. Calendar-mapping is performed prior to each annual renewal of service under this Schedule after adjustments, if any, are made to the CBL.

MONTHLY RATE

The monthly rate shall consist of the following charges:

I. RTP Administrative Charge:

\$160.00

II. RTP Base Charge:

RTP Base Charge = Monthly Bill for the hourly CBL consumption of the current billing month pursuant to the conventional LGS Class tariffs under which Customer either previously received service or would have elected to receive service prior to electing this Schedule. When the conventional tariffs include Economic Development Rider ED, Economic Redevelopment Rider ERD, or Large Load Curtailable Rider LLC, the provisions of these Riders shall only apply to the CBL usage.

III. RTP Hourly Energy Charge Adjustment:

RTP Hourly Energy Charge = $\sum \{ \text{Hourly RTP Rate} \times (\text{Hourly Consumption} - \text{CBL Consumption}) \}$

where:

\sum = The summation of the RTP charges and credits for each hour of the current billing month.

The Hourly RTP Rate shall be determined based upon the following formula:

Hourly RTP Rate = $(\text{MENERGY} + \text{CAP} + \text{ADDER}) \times (1 + \text{TAXES})$

where:

MENERGY = Marginal Energy Cost per kilowatt-hour including marginal fuel, variable operating and maintenance expenses, and delivery losses

CAP = Tiered Capacity Charge per kilowatt-hour applicable whenever the day-ahead forecast of the ratio of hourly available generation to hourly demand is equal or less than 1.15

ADDER = $\beta \times (\text{Class Rate-Hourly Marginal Cost})$, but not less than zero.

where:

β = a fixed value equal to 0.20

Class Rate = the prior calendar year average rate per kilowatt-hour under the conventional tariffs applicable to the LGS class, as updated annually effective with the February billing

Hourly Marginal Cost = the sum of the specific hour's kilowatt-hour price for MENERGY and CAP, all as defined above

TAXES = South Carolina Regulatory Fee and Gross Receipts Tax (currently 0.44%)

IV. Facilities Demand Charge:

per kW of Facilities Demand for service provided from:

| | |
|--|-----------|
| Transmission System (voltage of 69 kV or higher) without transformation | \$1.30/kW |
| Transmission System (voltage of 69 kV or higher) with one transformation | \$1.79/kW |
| Distribution System (voltage below 69 kV) without transformation | \$2.54/kW |
| Distribution System (voltage below 69 kV) with one transformation | \$2.94/kW |

The kW of Facilities Demand shall be the greater of (1) the Contract Demand or (2) the maximum demand registered or recorded by Company's meter during a 15-minute interval in the current billing month, in excess of the maximum demand included in the CBL applicable to the current billing month. The Facilities Demand shall include any Standby Service kW, when applicable.

V. Variable Environmental, Avoided Capacity, and DERP Avoided Cost Credit:

per kW of RTP Demand: \$0.89 per kW

where: RTP Demand equals the difference between the maximum monthly demand registered or recorded and the CBL Billing Demand (use the on-peak demand for both if the CBL is billed under Schedule LGS-TOU).

VI. DSM/EE Incremental Usage Adjustment

DSM/EE Incremental Charge = $(\text{Actual Consumption} - \text{CBL Consumption}) \times \text{DSM/EE Adjustment}$

where:

Actual Consumption = kWh consumed during the billing month

CBL Consumption = kWh billed as the CBL during the billing month

DSM/EE Adjustment = DSM/EE rate adjustment during the current billing month

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39 and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

| | |
|-----------------------------|--------------------|
| Commercial Classification - | \$1.27 per month |
| Industrial Classification - | \$100.00 per month |

PROVISION OF STANDBY SERVICE

If service is received under a standby service tariff prior to service under this Schedule, the use of standby service shall be excluded from initial determination and update of the CBL. The RTP Base Charge, as set forth in the Monthly Rate provision above, shall include billing of Supplementary Service but shall not include any charges related to reservation or use of Standby Service. The Monthly Rate provisions of the applicable standby service tariff shall be calculated assuming no standby service was used. Any use of Standby Service will be billed pursuant to the RTP Hourly Energy Charge provisions of this Schedule. All other provisions of the applicable standby service tariff apply.

POWER FACTOR ADJUSTMENT

When the power factor in the current billing month is less than 85%, the monthly bill will be increased by a sum equal to \$0.30 multiplied by the difference between the maximum reactive kilovolt-amperes (kVAr) registered by a demand meter suitable for measuring the demand used during a 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

CUSTOMER RATE NOTIFICATION

Company will notify Customer of the hourly prices via electronic mail, or other method of communications acceptable to Company, by 4 p.m. of the preceding business day. Prices for Saturday, Sunday and Monday will generally be available on the preceding Friday. For a recognized holiday and the day following the holiday, prices will be available the preceding Company business day. Whenever prices are provided in excess of a day ahead and updated projections would result in significantly different prices, Company reserves the right to issue revised prices provided such prices are conveyed no later than 4 p.m. on the preceding calendar day.

Company is neither responsible nor liable for Customer's failure to receive and act upon the hourly prices. If Customer does not receive these prices, it is Customer's responsibility to inform Company so that future prices may be supplied.

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

CONTRACT PERIOD

The Contract Term shall be for one year and will be automatically renewed annually unless terminated by either party by giving not less than thirty (30) days written notice of termination.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations and any changes therein, substitutions therefore, or additions thereto lawfully made. Company makes no representation regarding the benefits of Customer subscribing to this Schedule. Customer, in its sole discretion, shall determine the feasibility and benefits of Customer subscribing to this Schedule. For the purpose of determining Customer's fuel cost recovery responsibility in accordance with S.C. Code Ann. Section 58-27-865, for each kWh billed Customer pursuant to this Schedule, an amount equal to the currently approved fuel cost rider shall be treated as the cost of fuel.

Where Customer's other source of power is connected electrically or mechanically to equipment which may be operated concurrently with service supplied by Company, Customer shall install and maintain at his expense such devices as may be necessary to protect his equipment and service and to automatically disconnect his generating equipment, which is operated in parallel with Company, when service used by Customer is affected by electrical disturbances on Company's or Customer's systems. Should Company determine that Customer's facilities are not adequate to protect Company's facilities, Company may install the necessary facilities and Customer shall pay for the extra facilities in accordance with Company's Service Regulations.

LARGE GENERAL SERVICE - CURTAILABLE
SCHEDULE LGS-CUR-TOU-54

AVAILABILITY

This Schedule is available for electric service used by a non-residential customer with a Contract Demand that equals or exceeds 5,000 kW of firm demand. This Schedule is not available for new applications on and after January 1, 2017.

This Schedule is not available: (1) for breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year, (2) for resale service, (3) for short-term or temporary service, or (4) for any new customer with a Contract Demand in excess of 100,000 kW.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, three-phase 3 or 4 wires, at Company's standard voltages of 480 volts or higher. When Customer desires two or more types of service, which types can be supplied from a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

I. Basic Facilities Charge:

\$484.46

II. Demand Charge: Service Rendered during the Calendar Months of:
June through September October through May

| | | | |
|----|--------------------------------------|----------------|----------------|
| A. | Firm Billing Demand: | | |
| | First 5,000 kW of Billing Demand | \$22.28 per kW | \$16.55 per kW |
| | Next 5,000 kW of Billing Demand | \$21.15 per kW | \$15.41 per kW |
| | All over 10,000 kW of Billing Demand | \$20.00 per kW | \$14.27 per kW |
| B. | All Curtailable Billing Demand | \$ 1.71 per kW | \$ 1.71 per kW |

III. kWh Energy Charge:

- A. 4.965¢/on-peak kWh
- B. 4.396¢/off-peak kWh

IV. Transformation Discount:

When Customer owns the step-down transformation and all other facilities beyond the transformation which Company would normally own, except Company's metering equipment, the charge per kW of the highest Billing Demand occurring during on-peak hours and the charge per kWh for all kWh will be reduced in accordance with the following:

| <u>Transmission Service</u> <u>Transformation Discount</u> | <u>Distribution Service</u> <u>Transformation Discount</u> |
|---|---|
| \$0.50/kW | \$0.40/kW |
| \$0.00021/kWh | \$0.00002/kWh |

Transmission: For Customer to qualify for the Transmission Service Transformation Discount, Customer must own the step-down transformation and all other facilities beyond the transformation which the Company would normally own, except Company's metering equipment, necessary to take voltage of the 69 kV, 115 kV, or 230 kV transmission line from which Customer receives service.

Distribution: For Customer to qualify for the Distribution Service Transformation Discount, Customer must own the step-down transformation and all other facilities beyond the transformation which Company would normally own, except the Company's metering equipment, necessary to take service from the distribution line of 12.47 kV or higher from which the Customer receives service. The distribution service source must be from a general distribution line and must be from other than a transmission-to-distribution substation built primarily for Customer's use in order to qualify for the Distribution Service Transformation Discount. A general distribution line is a 12.47 kV or higher voltage distribution line built to serve the general area and not built primarily to serve a specific customer.

Company shall have the option to install high-side metering equipment or low-side metering equipment compensated for Customer-owned transformer and line losses.

Any facilities which Company provides above those which Company would normally have utilized to service Customer's Contract Demand shall be considered as Extra Facilities. Any Company-owned protection system installed when service is directly from Company's 69 kV, 115 kV, or 230 kV transmission system, or a distribution line of 12.47 kV or higher shall be considered Extra Facilities.

If changing conditions on Company's electrical system make continuation of the current delivery voltage impractical, Customer shall be responsible for all costs for the conversion beyond the point of delivery except any Company-owned metering equipment. At the time of the conversion, Company reserves the right to provide service at one of its available voltages.

If subsequent changes in the use of Company's facilities occur which cause the reclassification of either transformers or lines, Customer's entitlement to the discount may be changed.

V. Minimum Bill:

The minimum monthly charge shall be the Basic Facilities charge plus a charge for 5,000 kW at the Firm Billing Demand rate.

ON-PEAK HOURS:

- I. Service used beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 10:00 a.m. and 10:00 p.m. Monday through Friday, excluding holidays considered as off-peak.

- II. Service used beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:

The on-peak hours are defined as those hours between 6:00 a.m. and 1:00 p.m., plus 4:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

OFF-PEAK HOURS:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered as off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

BILLING DEMANDS:

The Billing Demand shall be the maximum kW registered or computed, by or from the Company's metering facilities, during any fixed 15-minute interval within the current billing month in accordance with I through IV below:

- I. Firm Billing Demand

The Firm Demand shall be the kW of demand specified in the Service Agreement, but not less than 5,000 kW, to which Customer shall reduce his requirement at the time specified by Company. Company at all times will endeavor to make available to Customer the Firm Demand specified in the Service Agreement.

- II. Curtable Billing Demands

Curtable Demand shall be the kW of demand registered or computed by or from Company's metering facilities during each 15-minute interval in the current billing month less the Firm Demand but not less than zero.

- III. Contract Demand

The Contract Demand shall be the maximum kW of demand Customer requires Company to supply for operation of the Customer's facility. When this rate is used in combination with the applicable standby or generation service rider, standby service shall not be substituted for curtable load. Contract Demand is subject to curtailment to the Firm Demand level.

- IV. Curtable Period

The Curtable Period shall be an 8-hour period unless Company specifies a shorter period. Customer shall be given a minimum of 60 minutes confirmed notice before requested curtailment is to take place. In the alternative, if Customer operates electric arc furnaces or similar devices,

Customer shall be given 15 minutes confirmed notice before a curtailment of at least 45 MW of Customer's Contract Demand must occur, with all but 5 MW of Customer's remaining Curtailable Demand curtailed within 90 minutes of confirmed notice and all remaining Curtailable Demand curtailed within 120 minutes of confirmed notice. Company will specify a Curtailable Period when Company, in its opinion, does not have adequate capacity and reserves available to meet the anticipated customer requirements. Curtailable Periods under this rate schedule shall only occur when Company initiates a capacity curtailment under its other curtailable riders. However, due to the requirement that Company provide 120 minutes of confirmed notice to a Customer operating electric arc furnaces or other similar devices, if Company determines between the time confirmed notice is given to such electric arc furnace Customer and the time when notice must be given to Company's other curtailable customers that a Curtailment Period is not necessary, such electric arc furnace Customer may be curtailed when Company's other curtailable customers are not. In such event, Company shall notify Customer as soon as reasonably possible that a Curtailment Period is not necessary. Company shall use reasonable diligence to notify customer of an impending Curtailment Period and having used reasonable diligence shall not be liable to Customer should Customer not receive notification. The number of hours curtailable in any 24-hour period, midnight to midnight, shall be no more than 8 hours. The total hours of curtailment shall not exceed 400 hours or 50 curtailments annually regardless of whether the customer actually curtails during all curtailable periods.

USE OF CURTAILABLE DEMAND DURING A CURTAILMENT PERIOD

For the maximum Curtailable Demand registered or computed by or from Company's metering facilities during a Curtailment Period, Customer's monthly bill will be increased subject to the following:

For the first Curtailment in a calendar year during which Customer uses Curtailable Demand, Customer will pay a rate equal to the highest Curtailable Demand (Recorded or Computed Demand less Firm Demand from any 15-minute period during the Curtailment Period) times the Firm Billing Demand Charge plus 10 percent. For the second use during a Curtailment Period, a rate of the Firm Demand Charge plus 20 percent will be charged for each kW of Curtailable Demand used. Each additional use of Curtailable Demand during the calendar year will cause a rate equal to the price of Firm Demand plus 30 percent. Any customer found to be intentionally buying through a Curtailment by the Commission shall be subject to removal from this tariff.

POWER FACTOR ADJUSTMENT

When the power factor in the current billing month is less than 85 percent, the monthly bill will be increased by a sum equal to \$0.30 multiplied by the difference between the maximum reactive kilovolt-amperes (kVAr) registered by a demand meter suitable for measuring the demand used during a 15-minute interval and 62 percent of the maximum kW demand registered in the current billing month.

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

| | |
|-----------------------------|--------------------|
| Commercial Classification - | \$1.27 per month |
| Industrial Classification - | \$100.00 per month |

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the Public Service Commission of South Carolina.

CONTRACT PERIOD

The Contract Period shall be a minimum period of five (5) years, with successive extension periods of two years thereafter, unless modified or terminated by order of the South Carolina Public Service Commission or terminated by Customer at the end of the Contract Period by giving not less than sixty (60) days prior written notice.

The difference between the Contract Demand and the Firm Demand as specified in the Service Agreement is subject to adjustment at the end of the first 12 months of service under this Schedule. Thereafter, the difference between the Contract Demand and the Firm Demand shall only be reduced at the end of each 12-month period provided such reduction does not exceed 20% of the difference contained in the Service Agreement either: (1) at the beginning of the 13th month service was provided under this Schedule or under a curtailable rider, or (2) at the beginning of the preceding automatic extension of the Contract Period, whichever is later.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

CHURCH AND SCHOOL SERVICE
SCHEDULE CSG-54

AVAILABILITY

This Schedule is available for electric service used in a church plant contracting to pay for service for twelve months in each calendar year when Company does not own equipment, other than meters or metering equipment, on Customer's side of the point of delivery.

This Schedule is also available for electric service used in educational and recreational buildings operated as an educational institution of elementary or high school level provided that no part of the school is used for boarding facilities to accommodate students or faculty members.

This Schedule is not available for service to other types of schools, such as an industrial, vocational or training school, or for service to a building which is wholly or partially used for other purposes not specifically provided for by the provisions of this Schedule or for breakdown, standby, or supplementary service.

This Schedule is not available for new applications after July 31, 1978. Customer will be billed on this Schedule until Customer requests another available schedule or until Company's review of the preceding 12 months' history indicates the total annual bill on another available schedule would have been equal to or less than billing under this Schedule.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one kilowatt-hour meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, single-phase 2 or 3 wires, or three-phase 3 or 4 wires, at Company's standard voltages. When Customer desires two or more types of service, which types can be supplied from a single-phase 3 wire type or a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

MONTHLY RATE

I. For Single-Phase Service:

\$21.35 Basic Facilities Charge
11.195¢ per kWh

II. For Three-Phase Service:

The bill computed for single-phase service plus \$6.50.

Minimum: The minimum charge shall be the sum of (1) the Basic Facilities Charge, (2) the three-phase charge, if applicable, (3) \$3.24 for each kW of Demand and (4) 4.520¢ per kWh. The kW of Demand shall be the greater of (a) the Contract Demand or (b) the maximum kW registered or computed, by or

from Company's metering facilities, during any 15-minute interval within the current or preceding eleven (11) billing months.

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

| | |
|-----------------------------|--------------------|
| Commercial Classification - | \$1.27 per month |
| Industrial Classification - | \$100.00 per month |

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

CONTRACT PERIOD

The Contract Period shall not be less than one year.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

CHURCH AND SCHOOL SERVICE
SCHEDULE CSE-54

AVAILABILITY

This Schedule is available when permanently installed electric space heating equipment is the only type of space heating equipment installed in either (1) all parts of the church plant, (2) in the church sanctuary and pertinent rooms thereto, (3) in all parts of the church plant, except the parts contained in item (2), (4) in a newly constructed church educational building with not less than fifty percent of the floor area of the existing church plant, excluding the parts contained in item (2), or (5) any separately metered church building comprising a part of the church plant.

This Schedule is also available for electric service used in educational and recreational buildings operated as an educational institution of elementary or high school level, when permanently installed electric space heating equipment is the only type of equipment installed for space heating purposes and all installed cooking and water heating equipment is electrical; provided that no part of the school is used for boarding facilities to accommodate students or faculty members.

This Schedule is not available for service to other types of schools, such as an industrial, vocational or training school, or for service to a building which is wholly or partially used for other purposes not specifically provided for by the provisions of this Schedule or for breakdown, standby, or supplementary service.

This Schedule is not available for new applications after July 31, 1978. Customer will be billed on this Schedule until Customer requests another available schedule or until Company's review of the preceding 12 months' history indicates the total annual bill on another available schedule would have been equal to or less than billing under this Schedule.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one kilowatt-hour meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, single-phase 3 wires, or three-phase 3 or 4 wires, at Company's standard voltages. When Customer desires two types of service, which types can be supplied from a three-phase 4 wire type, without voltage transformation, only the three-phase 4 wire type will be supplied.

MONTHLY RATE

I. For Single-Phase Service:

\$21.35 Basic Facilities Charge
11.195¢ per kWh

II. For Three-Phase Service:

The bill computed for single-phase service plus \$6.50.

Minimum: The minimum charge shall be the sum of (1) the Basic Facilities Charge, (2) the three-phase charge, if applicable, (3) \$3.24 for each kW of Demand, and (4) 4.520¢ per kWh. The kW of Demand shall be the greater of (a) the Contract Demand or (b) the maximum kW registered or computed, by or from Company's metering facilities, during any 15-minute interval within the current or preceding eleven (11) billing month.

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39 and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

| | |
|-----------------------------|--------------------|
| Commercial Classification - | \$1.27 per month |
| Industrial Classification - | \$100.00 per month |

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

CONTRACT PERIOD

The Contract Period shall not be less than one year.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

GENERAL SERVICE
SCHEDULE GS-54

AVAILABILITY

This Schedule is available for electric service used by a nonresidential customer with a Contract Demand less than 1,000 kW, only if served under Small General Service Schedule SGS-67 on August 30, 1988. Customer will be billed under this Schedule until: (1) the registered or computed demand equals or exceeds 1,200 kW in two or more of the preceding 12 months; (2) Customer's Contract Demand is increased to 1,000 kW or more; (3) Customer requests another available schedule; or (4) Company's review of Customer's preceding 12 months' history indicates that the total annual bill on another available schedule would have been equal to or less than billing under this Schedule.

This Schedule is not available: (1) for residential service; (2) for breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year; or (3) for resale service.

This Schedule is not available for new applications after January 31, 1989.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, single-phase 2 or 3 wires, or three-phase 3 or 4 wires, at Company's standard voltages. When Customer desires two or more types of service, which types can be supplied from a single-phase 3 wire or a three-phase 4 wire type, without voltage transformation, only the one of these two types necessary for Customer's requirements will be supplied.

CONTRACT DEMAND

The Contract Demand shall be the kW of demand specified in the Service Agreement.

MONTHLY RATE

I. For Single-Phase Service:

\$12.34 Basic Facilities Charge

13.578¢ per kWh for the first 750 kWh*

9.369¢ per kWh for the next 2000 kWh

8.442¢ per kWh for the additional kWh

*When the kW of Billing Demand exceeds 5 kW, add in this block 150 kWh for each additional kW of such excess.

II. For Three-Phase Service:

The bill computed for single-phase service plus \$6.50.

- III. Minimum: The minimum charge shall be the sum of (1) the Basic Facilities Charge, (2) the three-phase charge, if applicable, (3) \$3.24 for each kW of Billing Demand, and (4) 4.520¢ per kWh. The kW of Demand shall be the greater of (a) the Contract Demand or (b) the maximum kW registered or computed, by or from Company's metering facilities, during any 15-minute interval within the current or preceding eleven (11) billing month.

BILLING DEMAND

The Billing Demand shall be the maximum kW registered or computed, by or from Company's metering facilities, during any 15-minute interval within the current billing month. However, the Billing Demand shall not be less than the greater of (1) 80% of the maximum monthly 15-minute demand during the billing months of July through October of the preceding eleven billing months, or (2) 60% of the maximum monthly 15-minute demand during the billing months of November through June of the preceding eleven billing months, or (3) 75% of the Contract Demand until such time as the Billing Demand first equals or exceeds the effective Contract Demand.

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

| | |
|-----------------------------|--------------------|
| Commercial Classification - | \$1.27 per month |
| Industrial Classification - | \$100.00 per month |

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

SMALL GENERAL SERVICE (CONSTANT LOAD)
SCHEDULE SGS-TOU-CLR-54

AVAILABILITY

This Schedule is available at Company's sole discretion for electric service used by a nonresidential customer with equipment that supports an expectation of constant operation at a single point of delivery, at one of the Company's standard voltages. Customer may be required to furnish Company engineering specifications, meter history results, or other evidence to support an expectation of a constant load. This Schedule is not available other applications. Customer shall notify Company in writing if Customer's equipment or mode of operation change to no longer support an expectation of constant operation.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one kilowatt-hour meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, either single-phase 2 or 3 wires, or three-phase 4 wires, at Company's standard voltages of 240 volts or less.

MONTHLY RATE

I. For Single-Phase Service:

\$11.31 Basic Facilities Charge

8.362¢ per kWh

II. For Three-Phase Service:

The bill computed for single-phase service plus \$6.50.

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

| | |
|-----------------------------|--------------------|
| Commercial Classification - | \$ 1.27 per month |
| Industrial Classification - | \$100.00 per month |

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

CONTRACT PERIOD

The Contract Period shall not be less than one year.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

TRAFFIC SIGNAL SERVICE
SCHEDULE TSS-54

AVAILABILITY

This Schedule is available for electric service supplied for the operation and illumination of traffic signals installed along public and private highways where Company has an existing secondary distribution line.

INSTALLATION

The Company, for each signal or group of signals operating from one controller, will make its connection to Customer's service wire at a point one foot below the lowest support, carrying existing 120/240 volt conductors, or the equivalent, on the nearest pole. Customer will furnish, install, and maintain all service wires, fixtures, and other necessary equipment, including lamps and lamp renewals, for the installation and operation of all traffic signals.

TYPE OF SERVICE

Alternating current, 60 hertz, single-phase, 2 wires, 120 volts nominal.

DEFINITIONS

A One-way Signal is a signal with only one face which can be seen from only one approach. A Multi-Direction Signal is a signal with more than one face, each of which can be seen from only one approach.

MONTHLY RATE

| TYPE OF SIGNAL | With Lamps of 70 Watts or less(1) <u>Operating for a Maximum Day of</u> | | With Lamps of 150 Watts or less <u>Operating for a Maximum Day of</u> | |
|---------------------------------|--|---------------------|--|---------------------|
| | <u>16 Hours/kWh</u> | <u>24 Hours/kWh</u> | <u>16 Hours/kWh</u> | <u>24 Hours/kWh</u> |
| Blinker Signal with One Lamp | \$2.03/19 | \$2.88/28 | \$4.03/33 | \$5.47/49 |
| One-way Signal with One Lamp | 2.67/35 | 3.68/51 | 5.71/62 | 8.13/92 |
| Two Lamps | 3.33/35 | 4.60/51 | 7.15/62 | 9.81/92 |
| Three or Five Lamps | 3.68/35 | 4.87/51 | 7.32/62 | 10.21/92 |
| Four or Six Lamps | 4.73/50 | 6.35/75 | 10.15/91 | 13.99/135 |

- (1) When a customer elects to install a lamp of 120 watts or less, in lieu of 70 watts or less, in the red cycle of a One-way Signal with two or more lamps, then the rates for all One-way Signals with two, three, or four lamps will be increased by \$0.97 and \$1.22, respectively, for 16 hours and 24 hours of operation.

Multi-Direction Signal

The rate for a Multi-Direction Signal is the sum of the applicable One-way Signal rate for each face of the Multi-Direction Signal.

Minimum: The amount computed under the above rates but not less than \$12.34.

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

| | |
|-----------------------------|--------------------|
| Commercial Classification - | \$ 1.27 per month |
| Industrial Classification - | \$100.00 per month |

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

CONTRACT PERIOD

The Contract Period shall not be less than one year.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

TRAFFIC SIGNAL SERVICE (METERED)
SCHEDULE TFS-54

AVAILABILITY

This Schedule is available for electric service supplied solely for the operation and illumination of traffic signals installed along public and private highways.

INSTALLATION

The Company, for each signal or group of signals operating from one controller, will make its connection to Customer's service wire at a point where Company's conductors may be conveniently extended and terminated. Customer will furnish, install, and maintain all service wires, fixtures, and other necessary equipment, including lamps and lamp renewals, for the installation and operation of all traffic signals.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, either single-phase 2 or 3 wires, or three-phase 4 wires, at Company's standard voltages of 240 volts or less.

MONTHLY RATE

I. For Single-Phase Service:

A. For the cost to bill and provide facilities necessary to support consumption of electricity:

\$12.34 Basic Facilities Charge

B. For the cost of electricity consumed:

Kilowatt-Hour Energy Charge: 8.080¢ per kWh

II. For Three-Phase Service:

The bill computed for single-phase service plus \$6.50

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

Commercial Classification - \$ 1.27 per month

Industrial Classification - \$100.00 per month

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

CONTRACT PERIOD

The Contract Period shall not be less than one year.

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

AREA LIGHTING SERVICE
SCHEDULE ALS-54

AVAILABILITY

This Schedule is available for service supplied in the lighting of outdoor areas, private streets, and private driveways by means of mercury vapor, metal halide, sodium vapor lighting units, and light emitting diode. Lighting units will be bracket-mounted on Company-owned poles and the mercury vapor lamps will be color corrected.

This Schedule is not available for the lighting of dedicated streets or highways.

SERVICE

Prior to installing area lighting facilities, Customer and Company must enter into an agreement for Area Lighting Service. The service supplied by Company will include the installation and operation, according to Company standards and requirements, of the area lighting units and will include the furnishing of electricity required for the illumination of the lamps from dusk to dawn. Company will perform as soon as practicable, during regular working hours, the necessary maintenance to restore illumination after Customer has notified Company that a lamp is not burning. The lumen rating of the lighting units listed under the MONTHLY RATE indicates the class of lamp.

MONTHLY RATE

1. Overhead Service

Basic Rate: The basic rate per fixture defined below will be billed for installations of standard area lighting fixtures installed on Company's system distribution poles. The basic rate does not include the monthly charges for extra facilities, area lighting poles, underground service, Masterpiece Series Standard Facilities, or any contribution required under this Schedule.

| <u>Light Emitting Diode Units</u> | <u>LED Wattage*</u> | <u>Monthly Charge Per Fixture</u> | <u>Monthly kWh Per Fixture</u> |
|-----------------------------------|-------------------------|---------------------------------------|------------------------------------|
| LED 50 | 50 | \$9.54 | 18 |
| LED 50 floodlight | 50 | 10.85 | 18 |
| LED 75 | 75 | 9.77 | 25 |
| LED 105 | 105 | 11.35 | 35 |
| LED 130 floodlight | 130 | 20.09 | 44 |
| LED 150 | 150 | 14.84 | 54 |
| LED 215 | 215 | 18.41 | 73 |
| LED 260 floodlight | 260 | 35.29 | 88 |
| LED 280 | 280 | 21.70 | 101 |
| LED 420 | 420 | 54.22 | 142 |
| LED 530 | 530 | 65.80 | 179 |

* Approximate wattage of fixture class.

| | <u>Monthly Rate</u> <u>Per Fixture</u> | <u>Monthly kWh</u> <u>per Fixture</u> |
|--|---|--|
| <u>Lighting Fixtures – No Longer Available to New Applicants</u> | | |
| 5,800 lumen (Sodium Vapor) ¹ | \$ 6.87 | 29 |
| 7,000 lumen semi-enclosed (Mercury Vapor) ¹ | 7.76 | 69 |
| 7,000 lumen (Mercury Vapor) ¹ | 9.29 | 69 |
| 9,000 lumen (Metal Halide) ² | 13.19 | 41 |
| 9,500 lumen (Sodium Vapor) ³ | \$10.54 | 46 |
| 12,000 lumen (Retrofit Sodium Vapor) ¹ | 11.86 | 59 |
| 16,000 lumen (Sodium Vapor) ³ | 12.60 | 59 |
| 20,000 lumen (Metal Halide) ² | 18.50 | 94 |
| 21,000 lumen (Mercury Vapor) ¹ | 13.78 | 149 |
| 21,000 lumen floodlight (Mercury Vapor) ¹ | 17.22 | 160 |
| 22,000 lumen (Sodium Vapor) ² | 13.28 | 86 |
| 28,500 lumen (Sodium Vapor) ³ | 16.48 | 109 |
| 33,000 lumen (Metal Halide) ² | 23.50 | 133 |
| 38,000 lumen (Retrofit Sodium Vapor) ¹ | 15.62 | 135 |
| 40,000 lumen (Metal Halide) ² | 24.21 | 160 |
| 50,000 lumen (Sodium Vapor) ³ | 20.60 | 152 |
| 50,000 lumen floodlight (Sodium Vapor) ³ | 23.17 | 168 |
| 60,000 lumen (Mercury Vapor) ¹ | 26.28 | 382 |
| 60,000 lumen floodlight (Mercury Vapor) ¹ | 28.75 | 382 |
| 110,000 lumen (Metal Halide) ² | 46.22 | 370 |

¹ Not available for new installations. For all fixtures other than Masterpiece, non-standard, and custom design, upon failure of the lamp, photocell, fixture or ballast, or earlier pursuant to Company's change-out plan, the fixture shall be replaced at no charge with a similar style fixture as shown in the table below and the monthly rate for the new fixture will apply. Mercury vapor fixtures shall also be replaced, prior to failure, upon Customer's request.

² Not available for new installations. For all fixtures other than Masterpiece, non-standard, and custom design, upon failure of the fixture or ballast, the fixture shall be replaced at no charge with a similar style fixture as shown in the table below and the monthly rate for the new fixture will apply. Fixtures shall also be replaced, prior to failure, upon Customer's request.

| Restricted Lumen Classification | Default Replacement Classification* |
|---|-------------------------------------|
| 5,800 lumen HPS, 7,000 lumen MV, 9,000 lumen MH, 9,500 lumen HPS and 12,000 lumen RSV | LED 50 |
| 16,000 lumen HPS | LED 105 |
| 20,000 lumen MH, 21,000 lumen MV and 22,000 lumen HPS | LED 150 |
| 33,000 lumen MH and 40,000 lumen MH | LED 205 |
| 28,500 lumen HPS and 38,000 lumen RSV | LED 215 |
| 60,000 lumen MV and 50,000 lumen HPS | LED 280 |
| 50,000 lumen HPS floodlight | 130 LED floodlight |
| 110,000 lumen MH | LED 530 |

* Actual default replacement may vary based upon fixture style.

³ Not available for new installations, except to existing customers for additional units of the same type on the same or contiguous property. For all fixtures other than Masterpiece, non-standard, and custom design, upon failure of the fixture or ballast, the fixture shall be replaced at no charge with a similar style LED fixture as shown in the table above and the monthly rate for the new fixture will apply.

2. Overhead Service to Light Emitting Diode (LED) Lighting

The rate per fixture defined below will be billed for installations of DEP-approved lighting fixtures installed on Company's system distribution poles. Upon notification by Customer that 35% or greater of the light emitting diodes contained within the fixture are not burning, Company will perform as soon as practicable, during regular working hours, the necessary maintenance to restore illumination. The rate does not include the monthly charges for extra facilities, special lighting poles or posts, underground service, or any contribution required under this Schedule.

LED Rate (Standard Offer):

| <u>Fixture</u> | <u>LED Wattage*</u> | <u>Monthly Charge Per Fixture**</u> | <u>Monthly kWh Per Fixture</u> |
|----------------------|-------------------------|---|------------------------------------|
| LED 75 | 75 | \$7.48 ³ | 25 |
| LED 105 | 105 | 10.67 ³ | 35 |
| LED 215 | 215 | 15.90 ³ | 73 |
| LED 205 Site Lighter | 205 | 15.92 | 69 |

* Approximate wattage of fixture class.

** In addition to the Rate, Customer shall pay a monthly charge of 1.0% times the cost difference between the estimated installed cost of a DEP-approved fixture and the LED fixture cost allowance for the stated lumen category in accordance with the EXTRA FACILITIES paragraph below. The monthly charge shall not be less than zero.

³ The LED 75, LED 105, and LED 215 are not available to new installations under the Standard Option effective November 12, 2014.

3. Underground Service

For underground service, the monthly bill will be increased by \$3.89 per pole or, in lieu thereof, a one-time contribution of \$518.00 per pole. The monthly pole charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The monthly pole charge defined below will also be applicable to underground service.

4. Special Area Lighting Poles and Posts

A special area lighting pole or post is any Company-owned pole or post, except those installed under Extra Facilities Item No. 4 below, installed as a part of an area lighting system and on which no other Company overhead distribution facilities are installed except those necessary to provide service to an area lighting system, or a pole or post installed as a part of a Company-owned underground area lighting system.

| | <u>Monthly Charge Per Pole or Post</u> |
|--|--|
| Wood | \$2.42 |
| Metal*, Fiberglass, or Post | 5.59 |
| 12-Foot Smooth Concrete Post** | 12.01 |
| 16-Foot Smooth Concrete Post** | 13.22 |
| Decorative Square Metal | 14.08 |
| 13-Foot Fluted Concrete Post** | 18.02 |
| Decorative Aluminum 12 Foot Post | 21.63 |
| Decorative 35- or 39-Foot Tapered Metal Pole | 34.34 |

* Metal will be installed in locations where fiberglass cannot be used, as determined by Company.

** Concrete posts will not be available for new installations on and after August 1, 2007. Concrete posts or similar material posts, as determined by Company, will be offered in accordance with the Extra Facilities paragraph.

5. Masterpiece Series Standard Facilities

Masterpiece Series Standard Facilities are deluxe decorative fixtures, posts, and brackets that are normally maintained in inventory by Company to meet the lighting needs of customers. The MONTHLY RATE for Masterpiece Series Standard Facilities is as follows:

Masterpiece Series Fixtures: In addition to the MONTHLY RATE Item 1, for a 9,000 or 9,500 lumen fixture, Customer pays:

| | |
|------------------------------|--------|
| Masterpiece Series A Fixture | \$3.00 |
| Masterpiece Series B Fixture | \$4.15 |

Masterpiece Series Decorative Posts:

| | |
|--|---------|
| Masterpiece Series A 12-Foot decorative metal post | \$21.63 |
| Masterpiece Series A 16-Foot decorative metal post | \$26.42 |

Masterpiece Series Bracket:

| | |
|--|--------|
| Masterpiece Series A Twin Mounting Bracket | \$5.00 |
|--|--------|

EXTRA FACILITIES

- Multiple area lighting fixtures may be installed per pole subject to Company's review and approval. The monthly charge for each additional fixture will be the charge in accordance with the MONTHLY RATE for that fixture plus 1.0% of the estimated installed cost of the facilities necessary to serve the multiple fixture installation in excess of that normally required to provide standard area lighting service.
- For distribution transformer and/or primary conductor extension provided for lighting service only, 1.0% of the estimated installed cost of the required facilities.
- For a work order installing an underground circuit, for conductor lengths in excess of an average of 250 feet per span, 1.0% of the estimated installed cost of the excess length. Customer has the option of making a nonrefundable contribution of the estimated installed cost of an underground circuit in excess of an average of 250 feet per span in lieu of paying the monthly facilities charge for such excess circuit.
- For special nonstandard poles and posts not listed above in MONTHLY RATE, 1.0% of the estimated installed cost of the poles or posts. For nonstandard fixtures not included in the MONTHLY RATE provision above, the monthly charge will be the charge in accordance with the MONTHLY RATE for that fixture plus 1.0% of the difference between the estimated installed cost of the nonstandard fixture and the estimated cost of the equivalent standard fixture.
- For a bracket or mast arm in excess of the standard facilities for a given fixture type, 1.0% of the estimated installed cost of the required facilities in excess of that for standard facilities.

NON-REFUNDABLE CONTRIBUTION

- In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than Company's normal materials and methods, Customer will contribute the additional cost except when the Service Extension Provision as stated below is applicable.

2. Customer will contribute the estimated cost of installing cables under paved or landscaped surface areas; however, Customer may cut and replace the pavement or surface in lieu of making the contribution.
3. Service supplied under the MONTHLY RATE in this Schedule does not include the conversion of existing overhead secondary conductors to underground. Should Customer desire such a conversion under this Schedule, Customer will contribute to Company, in addition to the applicable contributions above, the estimated net loss in salvage value of the overhead facilities being removed. The Customer will thereafter pay the applicable rate for underground service.

SERVICE EXTENSIONS

The installation of lighting fixtures or poles shall be in a location that is readily accessible by a Company truck to support installation and maintenance of Company facilities.

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

| | |
|------------------------------|--------------------|
| Residential Classification - | \$ 0.72 per month |
| Commercial Classification - | \$ 1.27 per month |
| Industrial Classification - | \$100.00 per month |

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

CONTRACT PERIOD

The initial Contract Period for lighting units shall be one of the following:

- (1) Three (3) years when the lighting unit will be mounted on Company's existing distribution pole (excluding temporary service poles) and (4) or (5) does not apply; or
- (2) Five years for underground service (includes all LED site lighter and shoe-box fixtures); or
- (3) Ten years for service to all Masterpiece Series facilities, LED facilities (only if installed under the Rate plus a monthly charge option, excluding the LED site lighter and shoe-box fixtures), and for

service utilizing fixtures, poles, and posts determined by Company as Special Order nonstandard; or

- (4) Twenty years for service utilizing fixtures, poles, and posts determined by Company as Custom Design nonstandard.
- (5) For temporary lighting facilities, the Customer shall pay the total estimated installed cost plus removal costs minus salvage value of the facilities installed to provide such service in lieu of a Contract Period.

Company may require Customer to initially make a termination deposit which will not exceed the termination amount computed in accordance with the Outdoor Lighting Service Regulations. Such termination deposit will be refunded in equal amounts at the end of each full year service is rendered. This annual refund will be the termination deposit divided by the number of years in the Contract Period.

GENERAL

Service rendered under this Schedule is subject to the provisions of Company's Outdoor Lighting Service Regulations filed with the state regulatory commission.

STREET LIGHTING SERVICE
SCHEDULE SLS-54

AVAILABILITY

This Schedule is available for service supplied in the lighting of dedicated public streets, highways, municipally owned and operated public parking lots, and municipally owned and operated public parks by lighting fixtures mounted on Company-owned poles or government-owned traffic signal poles. This Schedule is also available for continuous service to other installations which were being served on April 1, 1973, under superseded Schedules SL-1G and SL-2C.

SERVICE

The service supplied by Company will include the installation of a street lighting system, according to Company's standards and requirements, which will be owned, maintained and operated by Company, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. The lumen ratings of lighting units listed under the Monthly Rate indicate the general class of lamp.

MONTHLY RATE

1. Overhead Service

Basic Rate: The basic rate per fixture defined below will be billed for installations of standard street lighting fixtures. The basic rate does not include the monthly charges for additional facilities, street lighting poles, underground service, or any contribution required under this Schedule and under the Outdoor Lighting Service Regulations.

| | <u>LED Wattage*</u> | <u>Monthly Charge Per Fixture</u> | <u>Monthly kWh Per Fixture</u> |
|-----------------------------------|-------------------------|---------------------------------------|------------------------------------|
| <u>Light Emitting Diode Units</u> | | | |
| LED 50 | 50 | \$9.54 | 18 |
| LED 75 | 75 | 9.77 | 25 |
| LED 105 | 105 | 11.35 | 35 |
| LED 150 | 150 | 14.84 | 54 |
| LED 215 | 215 | 18.41 | 73 |
| LED 280 | 280 | 21.70 | 101 |
| LED 420 | 420 | 54.22 | 142 |
| LED 530 | 530 | 65.80 | 179 |

* Approximate wattage of fixture class.

| | | |
|--|---------|-----|
| <u>Lighting Fixtures – No Longer Available to New Applicants</u> | | |
| 5,800 lumen (Sodium Vapor) ¹ | \$6.87 | 29 |
| 7,000 lumen semi-enclosed (Mercury Vapor) ¹ | 7.76 | 69 |
| 7,000 lumen (Mercury Vapor) ¹ | 9.29 | 69 |
| 9,000 lumen (Metal Halide) ² | 13.19 | 41 |
| 9,500 lumen (Sodium Vapor) ³ | \$10.54 | 46 |
| 12,000 lumen (Retrofit Sodium Vapor) ¹ | 11.86 | 59 |
| 20,000 lumen (Metal Halide) ² | 18.50 | 94 |
| 16,000 lumen (Sodium Vapor) ³ | 12.60 | 59 |
| 21,000 lumen (Mercury Vapor) ¹ | 13.78 | 149 |
| 22,000 lumen (Sodium Vapor) ² | 13.28 | 86 |
| 28,500 lumen (Sodium Vapor) ³ | 16.48 | 109 |
| 33,000 lumen (Metal Halide) ² | 23.50 | 133 |
| 38,000 lumen (Retrofit Sodium Vapor) ¹ | 15.62 | 135 |

| | <u>Monthly Charge</u> <u>Per Fixture</u> | <u>Monthly kWh</u> <u>Per Fixture</u> |
|--|---|--|
| <u>Lighting Fixtures (Continued) – No Longer Available to New Applicants</u> | | |
| 40,000 lumen (Metal Halide) ² | 24.21 | 160 |
| 50,000 lumen (Sodium Vapor) ³ | 20.60 | 152 |
| 60,000 lumen (Mercury Vapor) ¹ | 26.28 | 382 |
| 110,000 lumen (Metal Halide) ² | 46.22 | 370 |

- ¹ Not available for new installations. For all fixtures other than Masterpiece, non-standard or custom design, upon failure of the lamp, photocell, fixture or ballast, or earlier pursuant to Company's change-out plan, the fixture shall be replaced at no charge with a similar style fixture as shown in the table below and the monthly rate for the new fixture will apply. Mercury vapor fixtures shall also be replaced, prior to failure, upon Customer's request.
- ² Not available for new installations. For all fixtures other than Masterpiece, non-standard, and custom design, upon failure of the fixture or ballast, the fixture shall be replaced at no charge with a similar style fixture as shown in the table below and the monthly rate for the new fixture will apply. Fixtures shall also be replaced, prior to failure, upon Customer's request.

| Restricted Lumen Classification | Default Replacement Classification* |
|--|-------------------------------------|
| 5,800 lumen HPS, 7,000 lumen MV, 9,000 lumen MH, 9,500 lumen HPS, and 12,000 lumen RSV | LED 50 |
| 16,000 lumen HPS | LED 105 |
| 20,000 lumen MH, 21,000 lumen MV, and 22,000 lumen HPS | LED 150 |
| 33,000 lumen MH, 40,000 lumen MH | LED 205 |
| 28,500 lumen HPS and 38,000 lumen RSV | LED 215 |
| 50,000 lumen HPS and 60,000 lumen MV | LED 280 |
| 110,000 lumen MH | LED 530 |

* Actual default replacement may vary based upon fixture style.

- ³ Not available for new installations, except to existing customers for additional units of the same type on the same or contiguous property. For all fixtures other than Masterpiece, non-standard, and custom design, upon failure of the fixture or ballast, the fixture shall be replaced at no charge with a similar style LED fixture as shown in the table above and the monthly rate for the new fixture will apply.

2. Overhead Service to Light Emitting Diode (LED) Lighting

The rate per fixture defined below will be billed for installations of DEP-approved lighting fixtures installed on Company's system distribution poles. Upon notification by Customer that 35% or greater of the light emitting diodes contained within the fixture are not burning, Company will perform as soon as practicable, during regular working hours, the necessary maintenance to restore illumination. The rate does not include the monthly charges for extra facilities, special lighting poles or posts, underground service, or any contribution required under this Schedule.

A. LED Rate (Standard Option):

| <u>Fixture</u> | <u>LED</u> <u>Wattage*</u> | <u>Monthly Charge</u> <u>Per Fixture**</u> | <u>Monthly kWh Per</u> <u>Fixture</u> |
|----------------------|-------------------------------|---|--|
| LED 75 | 75 | \$7.48 ⁴ | 25 |
| LED 105 | 105 | 10.67 ⁴ | 35 |
| LED 215 | 215 | 15.90 ⁴ | 73 |
| LED 205 Site Lighter | 205 | 15.92 | 69 |

* Approximate wattage of fixture class.

** In addition to the Rate, Customer shall pay a monthly charge of 1.0% times the cost difference between the estimated installed cost of a DEP-approved fixture and the LED fixture cost allowance for the stated lumen category in accordance with the EXTRA FACILITIES paragraph below. The monthly charge shall not be less than zero.

⁴ The LED 75, LED 105, and LED 215 are not available to new installations under the Standard Option effective November 12, 2014.

- B. LED Rate (Customer-Ownership Option): The Customer-Ownership Option is not available for new installations effective November 12, 2014. Customer with existing installations installed prior to this date shall provide a DEP-approved LED fixture at no cost to Company for installation on Company's system distribution poles. Customer retains full ownership of the fixture and after removal from service will be picked up by the Customer. The rate defined below will be billed for installation, operation and maintenance of Customer-owned lighting fixture. Customer shall provide a replacement fixture, if required, to maintain the lighting service.

| <u>Fixture</u> | <u>LED Wattage*</u> | <u>Monthly Charge Per Fixture</u> | <u>Monthly kWh Per Fixture</u> |
|----------------------|-------------------------|---------------------------------------|------------------------------------|
| LED 75 | 75 | \$5.43 | 25 |
| LED 105 | 105 | 5.77 | 35 |
| LED 215 | 215 | 7.05 | 73 |
| LED 205 Site Lighter | 205 | 6.93 | 69 |

* Approximate wattage of fixture class.

3. Underground Service

For underground service, the monthly bill will be increased by \$3.89 per pole or, in lieu thereof, a one-time contribution of \$518.00 per pole. The monthly pole charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The monthly pole charge defined below will also be applicable to underground service.

4. Special Street Lighting Poles or Posts

| | <u>Monthly Charge Per Pole or Post</u> |
|--|--|
| Wood | \$1.68 |
| Metal*, Fiberglass, or Post | 3.36 |
| 12 Foot Concrete Post** | 12.01 |
| 16 Foot Concrete Post** | 13.22 |
| Decorative Square Metal | 15.74 |
| 13 Foot Fluted Concrete Post** | 18.02 |
| Decorative Aluminum 12 Foot Post | 21.63 |
| Decorative 35- or 39-Foot Tapered Metal Pole | 34.34 |
| System Metal | 1.08 |

* Metal will be installed in locations where fiberglass cannot be used as determined by Company.

** Concrete posts will not be available for new installations on and after August 1, 2007. Concrete posts or similar material posts, as determined by Company, will be offered in accordance with the Extra Facilities paragraph.

5. Masterpiece Series Standard Facilities

Masterpiece Series Standard Facilities are deluxe decorative fixtures, posts, and brackets that are normally maintained in inventory by Company to meet the lighting needs of customers. The MONTHLY RATE for Masterpiece Series Standard Facilities is as follows:

Masterpiece Series Fixtures: In addition to the MONTHLY RATE Item 1, for a 9,000 or 9,500 lumen fixture, Customer pays:

| | |
|------------------------------|--------|
| Masterpiece Series A Fixture | \$3.00 |
| Masterpiece Series B Fixture | \$4.15 |

Masterpiece Series Decorative Posts:

| | |
|--|---------|
| Masterpiece Series A 12-Foot decorative metal post | \$21.63 |
| Masterpiece Series A 16-Foot decorative metal post | \$26.42 |

Masterpiece Series Bracket:

| | |
|--|--------|
| Masterpiece Series A Twin Mounting Bracket | \$5.00 |
|--|--------|

EXTRA FACILITIES

1. Multiple street lighting fixtures may be installed per pole subject to Company's review and approval. The monthly charge for each additional fixture will be the charge in accordance with the MONTHLY RATE for that fixture plus 1.0% of the estimated installed cost of the facilities necessary to serve the multiple fixture installation in excess of that normally required to provide standard street lighting service.
2. For distribution transformer and/or primary conductor extension provided for lighting service only, 1.0% of the estimated installed cost of the required facilities.
3. For a bracket or mast arm in excess of six feet for underground service or 16 feet for overhead service, 1.0% of the estimated installed cost of the required facilities in excess of that for standard facilities.
4. For a work order installing an underground circuit, for conductor lengths in excess of an average of 250 feet per span, 1.0% of estimated installed cost of the excess length. Customer has the option of making a non-refundable contribution of the estimated installed cost of an underground circuit in excess of an average of 250 feet per span in lieu of paying the monthly extra facilities charge for such excess circuit.
5. For special nonstandard poles and posts not listed as standard items above in MONTHLY RATE, 1.0% of the estimated installed cost of overhead or underground poles or posts. For nonstandard fixtures not included in the MONTHLY RATE provision above, the monthly charge will be the charge in accordance with the MONTHLY RATE for that fixture plus 1.0% of the difference between the estimated installed cost of the nonstandard fixture and the estimated installed cost of the equivalent standard fixture.

NONREFUNDABLE CONTRIBUTION

1. In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than Company's normal materials and methods, Customer will contribute the additional cost except when the Service Extension Provision as stated below is applicable.
2. Customer will contribute the estimated cost of installing cables under paved or landscaped surface areas; however, Customer may cut and replace the pavement or surface in lieu of making the contribution.

3. Service supplied under the MONTHLY RATE in this Schedule does not include the conversion of existing overhead street lighting circuits to underground. Should Customer desire such a conversion under this Schedule, Customer will pay to Company, in addition to the applicable contribution and charges herein, the estimated net investment depreciated, plus removal cost, less salvage value of the overhead conductor being removed.

SERVICE EXTENSIONS

The installation of lighting fixtures or poles shall be in a location that is readily accessible by a Company truck to support installation and maintenance of Company facilities.

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

| | |
|------------------------------|--------------------|
| Residential Classification - | \$ 0.72 per month |
| Commercial Classification - | \$ 1.27 per month |
| Industrial Classification - | \$100.00 per month |

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

CONTRACT PERIOD

The Contract Period shall not be less than the following:

- (1) Ten years for standard and Masterpiece Series standard fixtures, poles, and posts, and
- (2) Twenty years for service utilizing fixtures, poles, and posts determined by Company as nonstandard or custom-designed.

GENERAL

Service rendered under this Schedule is subject to the provisions of Company's Outdoor Lighting Service Regulations filed with the state regulatory commission.

STREET LIGHTING SERVICE
SCHEDULE SLR-54
(RESIDENTIAL SUBDIVISIONS)

AVAILABILITY

This Schedule is available for service supplied in the lighting of residential dedicated public streets by means of mercury vapor, light emitting diode, or sodium vapor lighting units installed within residential subdivisions, consisting of single or duplex dwelling units, located outside the corporate limits of a municipality at the time of the installation.

This Schedule is not available to supply service for the lighting of parking lots, shopping centers, other public or commercial areas within the residential subdivision, or areas not specifically provided for by the provisions herein.

SERVICE

The service supplied by Company will include the installation of a street lighting system, according to Company's standards and requirements, which will be owned, maintained, and operated by Company including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. Lighting units will be located by Company to provide the most uniform lighting possible in the residential area. The nominal lumen ratings of the lighting units furnished under the Monthly Rate indicate the class of lamp.

MONTHLY RATE

The following amount will be added to each monthly bill rendered for residential electric service within the subdivision:

OVERHEAD DISTRIBUTION AREA:

| | | |
|---|--|--------|
| Bracket mounted, enclosed luminaire on approved wood pole: | | |
| 1 light per 10 customers or major fraction thereof: | | |
| 7,000 lumen mercury vapor ¹ or 9,500 lumen sodium vapor ¹ | | \$1.35 |
| LED 50 light emitting diode | | 1.39 |
| 1 light per 5 customers or major fraction thereof: | | |
| 7,000 lumen mercury vapor ¹ or 9,500 lumen sodium vapor ¹ | | 2.68 |
| LED 50 light emitting diode | | 2.71 |
| 1 light per 3 customers or major fraction thereof: | | |
| 7,000 lumen mercury vapor ¹ or 9,500 lumen sodium vapor ¹ | | 4.46 |
| LED 50 light emitting diode | | 4.52 |

UNDERGROUND DISTRIBUTION AREA:

| | | |
|---|--|------|
| Bracket mounted, enclosed luminaire on approved wood pole: | | |
| 1 light per 10 customers or major fraction thereof: | | |
| 7,000 lumen mercury vapor ¹ or 9,500 lumen sodium vapor ¹ | | 2.01 |
| LED 50 light emitting diode | | 2.03 |
| 1 light per 5 customers or major fraction thereof: | | |
| 7,000 lumen mercury vapor ¹ or 9,500 lumen sodium vapor ¹ | | 4.00 |
| LED 50 light emitting diode | | 4.03 |

| | |
|---|------|
| 1 light per 3 customers or major fraction thereof: | |
| 7,000 lumen mercury vapor ¹ or 9,500 lumen sodium vapor ¹ | 6.66 |
| LED 50 light emitting diode | 6.74 |

Bracket or post mounted, enclosed luminaire on standard fiberglass or metal pole* or approved direct burial post:

| | |
|---|------|
| 1 light per 10 customers or major fraction thereof: | |
| 7,000 lumen mercury vapor ¹ or 9,500 lumen sodium vapor ¹ | 2.18 |
| LED 50 light emitting diode | 2.22 |
| LED 50 light emitting diode (post-top fixture) | 2.96 |

| | |
|---|------|
| 1 light per 6 customers or major fraction thereof: | |
| 7,000 lumen mercury vapor ¹ or 9,500 lumen sodium vapor ¹ | 3.60 |
| LED 50 light emitting diode | 3.63 |
| LED 50 light emitting diode (post-top fixture) | 4.84 |

| | |
|---|------|
| 1 light per 3 customers or major fraction thereof: | |
| 7,000 lumen mercury vapor ¹ or 9,500 lumen sodium vapor ¹ | 7.26 |
| LED 50 light emitting diode | 7.34 |
| LED 50 light emitting diode (post-top fixture) | 9.80 |

*Metal will be installed in locations where fiberglass cannot be used as determined by Company on or after January 15, 1997.

Mercury vapor units converted before November 1, 1984 to 12,000 lumen retrofit sodium vapor units, add to mercury vapor prices:

| | |
|------------------------------|------|
| If 1 light per 10 customers: | 0.15 |
| If 1 light per 5 customers: | 0.31 |
| If 1 light per 6 customers: | 0.25 |

¹ Mercury vapor, sodium vapor or retrofit sodium vapor fixtures are not available to new installations. For mercury vapor and retrofit sodium vapor, upon failure of the lamp, photocell, fixture or ballast, these fixtures shall be replaced at no charge with a comparable LED 50 fixture. For sodium vapor, upon failure of the fixture or ballast, these fixtures will be replaced at no charge with a comparable LED 50 fixture.

ANNEXATION CONSIDERATIONS

1. If any of the following conditions exist, the developer of the subdivision will be required to obtain from the municipal governing agency its written approval of the street lighting service being provided under this Schedule and the number and location of the lights to be installed:
 - a. The subdivision abuts a boundary of the municipality.
 - b. It is known that the subdivision will be annexed into the municipality.
 - c. The municipal governing agency has enacted a subdivision control ordinance which applies to the subdivision or any portion thereof.
2. If the subdivision is subsequently annexed, and the municipality accepts the street lighting under a street lighting service contract on the rate for the equivalent lighting unit, the following will apply:

OVERHEAD DISTRIBUTION - If the municipality accepts the street lighting service under Street Lighting Service Schedule SLS, no monthly customer charge will be applied to the subdivision residents.

UNDERGROUND DISTRIBUTION - If the municipality accepts the street lighting service under Street Lighting Service Schedule SLS and agrees to pay the contribution under the schedule for the street lighting system, no monthly customer charge will be applied to the subdivision residents. If the municipality accepts the street lighting service but does not agree to pay the contribution for the underground system, the monthly customer charges will be reduced according to the following schedule:

| Lights per Customer | Pole type | Monthly Customer Charge | | |
|---------------------|---------------------------|-------------------------|-------------|--------|
| | | 7,000 lumen | 9,500 lumen | LED 50 |
| 1 light per 10 | Wood | \$0.36 | \$0.48 | \$0.52 |
| 1 light per 10 | Post, Fiberglass or Metal | \$0.43 | \$0.60 | \$0.51 |
| 1 light per 5 | Wood | \$0.67 | \$0.91 | \$1.05 |
| 1 light per 6 | Post, Fiberglass or Metal | \$0.72 | \$1.03 | \$0.85 |
| 1 light per 3 | Wood | \$0.79 | \$1.07 | \$1.76 |
| 1 light per 3 | Post, Fiberglass or Metal | \$0.84 | \$1.19 | \$1.74 |

The retrofit 12,000 Lumen Sodium Vapor units will be reduced to the corresponding reduced 7,000 Lumen Mercury Vapor Monthly Customer Charge.

3. If the subdivision is subsequently annexed, and the municipality does not accept the installed street lighting under a street lighting service contract, the service will continue to be provided under this Schedule with the applicable monthly charges.

NONREFUNDABLE CONTRIBUTION

Normally a contribution will not be required for service under this Schedule. Company will require a nonrefundable contribution from the developer under the following conditions:

1. Unusual Circumstances - In the event rock, unstable soil, or other conditions require the use of materials and methods of installation other than Company's normal materials and methods, the developer will contribute the additional cost incurred thereby.
2. Paved Areas - If Company has to install any portion of the street lighting system under existing paved areas, the developer will either cut and replace the pavement or contribute to Company the additional cost incurred to install its facilities under the paved area.
3. Excess Circuitry - When any lighting unit is located so that the span of underground cable necessary to serve such unit exceeds 250 feet, the developer will contribute the sum of the estimated installed costs of all such overages within the subdivision.

EXISTING SUBDIVISIONS

Street lighting service under this Schedule will be available in existing residential subdivisions provided Company receives a petition requesting this service signed by all the owners of residential lots within the subdivision. When the electrical distribution system within the subdivision is installed underground, the persons requesting the installation of the street lighting system will pay to Company, in addition to any contribution required above, a nonrefundable contribution equal to the cost of trenching and backfilling necessary for the installation of the street lighting system. If a contribution is required under Excess Circuitry, that portion of trenching and backfilling included in such contribution will be excluded from the preceding requirement. Re-landscaping of the area necessary due to the installation of the street

lighting system will be the responsibility of the residents within the subdivision. The appropriate monthly charge as set forth above will be applied to the monthly billings of all residents in the subdivision.

CONVERSION OF EXISTING LIGHTING SYSTEM

Street lighting installed pursuant to this schedule is subject to conversion upon request of an Applicant under the conditions stated below. An Applicant is a duly authorized representative of customers served under this Schedule with the authority to seek changes to the lighting system.

- I. Upon request of an Applicant, the street lighting may be converted to a different light type, light source or installation density provided all of the following conditions are met:
 - A. Applicant requesting a change in the street lighting system must submit a petition signed by all the owners of residential lots within the subdivision requesting the revised lighting service.
 - B. If the current lighting has been installed fewer than 20 years, Applicant must submit a payment of \$50 per fixture for fixture conversions on existing poles or \$500 per fixture if the change also involves a pole or post. If the change requires a redesign of the system layout, Applicant shall also pay any required Nonrefundable Contribution, as described in the above paragraph.
 - C. The converted lighting system must conform to the options offered under this Schedule and must be applicable to all lighting within the subdivision.
 - D. The new monthly rate shall apply immediately following completion of the revised lighting installation.
- II. Upon request of a Homeowners Association or other legal entity representing the interest of residents served under this Schedule, the street lighting may be converted to service under Street Lighting Service Schedule SLS provided all of the following conditions are met:
 - A. The Applicant must demonstrate legal authority to represent the interests of all land-owners within the subdivision. Absent this demonstration, the Applicant must submit a petition signed by all the owners of residential lots within the subdivision requesting conversion to Schedule SLS.
 - B. The Applicant must execute an Agreement for lighting service under Schedule SLS. The Agreement shall include a statement by the Applicant verifying that all residential land owners will be notified in writing prior to the conversion to lighting service under Schedule SLS and transfer of the lighting responsibilities to the Applicant. The Agreement shall also include a statement by the Applicant verifying that once service is established under Schedule SLS, the Applicant shall also be required to notify land owners in writing of any future changes to the lighting system including, but not limited to, potential disconnection of the lighting service due to nonpayment or termination of service.
 - C. The Applicant must demonstrate credit-worthiness or provide a deposit satisfactory to Company in case of default.
 - D. Following conversion of the street lighting to Schedule SLS, any change in the light type, light source or lighting design shall be made pursuant to the Outdoor Lighting Service Regulations.

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina.

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

The monthly charges set forth under this Schedule will be billed in conjunction with the normal bill for residential service. The total of the bill so rendered shall be subject to the terms and conditions of the Service Regulations approved and on file with the state regulatory commission. Failure to pay the total bill rendered when due and payable shall constitute a failure to pay the bill for residential service.

CONTRACT PERIOD

The applicable monthly charge set forth in this Schedule shall be applied to the monthly billings of all residents in the subdivision as long as street lighting service is provided under any of the conditions as set out herein.

SPORTS FIELD LIGHTING
SCHEDULE SFLS-54

AVAILABILITY

This Schedule is available for electric service used for lighting specifically designed outdoor fields which are normally used for football, baseball, softball, tennis, races, and other organized competitive sports.

This Schedule is not available for breakdown, standby, supplementary, or resale service.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, either single-phase 2 wires, or three-phase 3 or 4 wires, at Company's standard distribution voltage available for the area or the voltage at which an installation was served on December 1, 1973.

EXTENSION OF FACILITIES

Company will make the type of service agreed upon available to Customer, provided Customer will pay to Company the total estimated cost of extending, or increasing, the capacity of Company's facilities located on Company's side of the point of delivery, exclusive of the material cost of transformers and the entire cost of the meter installation.

MONTHLY RATE

- I. For Single-Phase Service
 - \$21.35 Monthly Facilities Charge
 - \$1.22 per kW of Billing Demand
 - 6.903¢ per kWh
- II. For Three-Phase Service
 - The bill computed for single-phase service plus \$6.50

BILLING DEMAND

The Billing Demand shall be the maximum kW registered or computed, by or from Company's metering facilities, during any 15-minute interval within the current billing month, but not less than the maximum kW previously registered during the current season (period of continuous connection).

RATE ADJUSTMENTS

Fuel, variable environmental, and avoided capacity costs as set forth in Rider No. 39, decremental costs as set forth in the Excess Deferred Income Tax Rider EDIT, and demand side management and energy efficiency costs as set forth in Rider DSM/EE are included in the above charges

and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina. Also as set forth in Rider No. 39, the Distributed Energy Resource Program Fixed Monthly Rider 39 Charge shall be added to the monthly bill based upon the revenue classification for each customer as outlined in the rider.

Commercial Classification - \$1.27 per month

BILLING

The billing to Customer will be continuous from the beginning to the end of each complete season, or period of special use, and service will not be disconnected until the end of each complete season or period of special use. If the season or period of use is for less than 30 consecutive days, Customer will be billed the estimated cost of connecting and disconnecting service, which estimated cost shall not be less than \$17.00.

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

CONTRACT PERIOD

The Contract Period shall not be less than one month, unless Customer agrees to pay the estimated cost of connection and disconnection, which estimated cost shall not be less than \$15.00.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

LARGE LOAD CURTAILABLE RIDER LLC-11

AVAILABILITY

This Rider is available on a voluntary basis to Customer receiving electric service under any general service schedule provided Customer contracts for 1,000 kW or greater which is subject to be curtailed under the provisions of this Rider. Customers continually served under a predecessor of this Rider prior to January 1, 2017 with a lesser amount of curtailable demand shall continue to be served under this Rider until such time that service under the Rider is terminated by Customer or Company.

This Rider is not available: (1) for temporary service, (2) for a customer who is not currently receiving service under this Rider, but had previously received service under this Rider in the preceding twenty-four months, or (3) in conjunction with another non-firm or curtailable rider. Customer may use other sources of power to curtail electrical load without being subject to standby service requirements.

APPLICABILITY

The schedule used in conjunction with this Rider is modified only as shown herein. By electing service under this Rider, Customer agrees to curtail electrical load according to the provisions of this Rider.

Where Customer's other source of power is connected electrically or mechanically to equipment which may be operated concurrently with service supplied by Company, Customer shall install and maintain at his expense such devices as may be necessary to protect his equipment and service and to automatically disconnect his generating equipment, which is operated in parallel with Company, when service used by Customer is affected by electrical disturbances on Company's or Customer's systems. Should Company determine that Customer's facilities are not adequate to protect Company's facilities, Company may install the necessary facilities and Customer shall pay for the additional facilities in accordance with Company's Service Regulations. When this Rider is used in conjunction with the applicable standby or back-up service rider, standby service shall not be substituted for curtailable load and in no event shall the Demonstrated Curtailable Demand be greater than the difference between the Supplementary Service Demand and the Firm Demand.

When this Rider is used in conjunction with either the Dispatched Power or Incremental Power Service Riders, any Class 2 Dispatched or Incremental energy (kWh) will be excluded from the determination of Demonstrated Curtailable Demand under this Rider and the Customer Charge contained herein will not be applicable.

DEFINITIONS

A. FIRM DEMAND

The Firm Demand shall be the kW of demand specified in the Service Agreement to which Customer shall reduce his requirement at the time specified by Company. Customer shall contract for a Winter Firm Demand for the service rendered during the calendar months of October through March and a Summer Firm Demand for service rendered during the calendar months of April through September.

B. DEMONSTRATED CURTAILABLE DEMAND

The Demonstrated Curtailable Demand shall be the average kW demand during the on-peak hours less the applicable Firm Demand. The Summer Firm Demand shall be applicable during the billing months of April through September and the Winter Firm Demand shall be applicable during the billing months of October through March. The average on-peak kW shall be determined by dividing the on-peak kWh by 252.

C. PREMIUM DEMAND

The Premium Demand shall be the maximum 15-minute kW demand registered or computed by or from Company's metering facilities during any Curtailment Period in the billing month less the

applicable Firm Demand, but not less than zero. The applicable Firm Demand shall be determined based upon the calendar month when the Premium Demand was consumed.

D. CURTAILMENT PERIOD

The Curtailment Period(s) may occur during on-peak or off-peak hours of any month and shall be an 8-hour period unless Company specifies a shorter period at the time Customer is notified. Company shall send notification to Customer a minimum of 30 minutes before the requested curtailment is to occur. At the time Customer is notified to curtail, Customer will be advised whether the Curtailment Period is a Level 1 or a Level 2 Capacity Curtailment Period. Company shall use reasonable diligence to notify Customer of an impending Curtailment Period and having used reasonable diligence shall not be liable to Customer should Customer not receive notification. The number of hours of Curtailment in any calendar day shall be no more than 8 hours. Company reserves the right for a longer interruption in the event continuity of service is threatened. The total hours of Capacity Curtailment Periods shall be no more than 400 hours during a calendar year.

E. ON-PEAK HOURS

1. Service used beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 10:00 a.m. and 10:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

2. Service used beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:

The on-peak hours are defined as the hours between 6:00 a.m. and 1:00 p.m., plus 4:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

F. OFF-PEAK HOURS

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

MONTHLY RATE

An amount computed under the applicable schedule and other riders with which this Rider is used, plus the following Customer Charge and Credit:

A. Customer Charge: \$50.00

B. Credit = Discount x Demonstrated Curtailable Demand, but not less than zero (\$0)

Where: Discount = \$4.60 per kW

C. Variable Environmental & PURPA Capacity Credit = \$0.89 per kW x Curtailable Demand, but not less than zero (\$0)

Where: Curtailable Demand equals the difference between the billing demand in the applicable schedule (on-peak demand when used in conjunction with a time-of-use schedule) and the Firm Demand.

ADDITIONAL CHARGES FOR USE OF PREMIUM DEMAND

If Customer exceeds the Firm Demand during a Level 1 or Level 2 Capacity Curtailment Period, it shall be considered to be the Use of Premium Demand.

A. DURING A LEVEL 1 CAPACITY CURTAILMENT PERIOD

For use of Premium Demand during a Level 1 Capacity Curtailment, Customer shall pay to Company \$2.30 per kilowatt-hour for all kilowatt-hours attributable to Premium Demand during the Level 1 Curtailable Period. This charge shall be in addition to applicable kWh charge(s) in the rate schedule with which this Rider is used.

B. DURING A LEVEL 2 CAPACITY CURTAILMENT PERIOD

Customer shall pay to Company \$45.00 for each kW of Premium Demand for each and every Level 2 Curtailable Period during the billing period.

In addition to the charge(s) for the use of Premium Demand, for the second Use of Premium Demand (Level 2 Only) during a 12-month period, the Firm Demand shall automatically be increased to equal the maximum 15-minute demand registered during the Level 2 Curtailment Period. In addition to the charges for the use of Premium Demand (Level 2 Only), for the third or subsequent Use of Premium Demand during a 12-month period, service under this Rider shall be terminated and Customer shall pay the sum of all credits received during the current and prior 11 billing months, reduced by any payments for the Use of Premium Demand during the 12 month period, but not less than zero.

CURTAILABLE NOTIFICATION

Customer must provide, at Customer's expense, contact information and suitable mean(s) for Company communication of Curtailment Periods, including but not limited to text messaging, telephone, and electronic mail. Customer is solely responsible to notify Company of changes in Customer's contact and communication information as they occur. Company shall use reasonable diligence to notify Customer of an impending Curtailment period and having used reasonable diligence shall not be liable for Customer's failure to receive and act upon curtailment notifications.

CONTRACT PERIOD

The Contract Period shall be five (5) years, with automatic successive extensions of two (2) years thereafter, unless: (a) terminated by either party at the end of the Contract Period by giving not less than sixty (60) days written prior notice, (b) terminated by Company in accordance with the Additional Charges for Use of Premium Demand provision above.

CUSTOMER REQUESTED TERMINATION OR CHANGES IN FIRM DEMAND

Customer may terminate service under the Rider or revise the Firm Demand at the end of any Contract Period without charge. The Firm Demand is also subject to upward adjustment at no charge if the Contract Demand is increased, provided there is no net change in the amount of demand that is subject to curtailment.

The difference in the Firm Demand and the Contract Demand may be reduced during the Contract Period provided Customer pays Company a charge of \$45.00 for each kW of Contract Demand that will no longer be subject to curtailment. If Curtailable Service is terminated at any other time, for reasons other than automatic disqualification due to the excessive Use of Premium Demand, Customer shall pay Company the sum of all credits received during the current and prior 11 billing months. Any adjustment of the Firm Demand shall not be applied retroactive to any prior Use of Premium Demand.

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission. The provisions of this Rider are subject to change upon approval by the Public Service Commission of South Carolina.

DISPATCHED POWER
RIDER NO. 68N

AVAILABILITY

This Rider is available in conjunction with Company's Large General Service Schedules. The rate schedule with which this Rider is used is modified only as shown herein. The Contract Period for service under this Rider shall continue until terminated either by Customer or Company by giving not less than thirty (30) days written notice to the other party.

Service under this Rider will be offered at Company option and only during Company's low production cost periods for Customer usage normally above levels at which they would otherwise operate.

DEFINITIONS

Class 2 Dispatched Power Period

A Class 2 Dispatched Power Period shall normally be a 24-hour period for days which contain on-peak hours. Company will attempt to schedule Class 2 periods adjacent to Saturdays, Sundays, and Holidays which are as specified in the Company's LGS-TOU Schedules.

Dispatched Demand

Dispatched Demand is the kW demand in each 15-minute interval, during a Class 2 Dispatched Power Period, minus 1) the maximum on-peak demand established outside a Dispatched Power Period, exclusive of standby service, if the schedule is LGS-TOU, or 2) the maximum billing demand established outside a Dispatched Power Period, exclusive of standby service, if the applicable schedule is either LGS or LGS-CUR-TOU. In no event will the Dispatched Demand be less than zero.

Dispatched Energy

Dispatched Energy is all kilowatt-hours attributable to use of Dispatched Demand.

MONTHLY RATE

- A. Customer Charge in addition to the Basic Facilities Charge in the rate schedule: \$50.00
- B. Demands established during a Class 2 Dispatched Power Period will not be 1) used to determine Billing Demand of the applicable rate schedule or 2) considered a use of standby or back-up service.
- C. Dispatched Energy: Class 2 Dispatched Energy shall be billed at the rate specified in the applicable schedule plus the following increment:

| <u>LGS-TOU & LGS-CUR-TOU</u> | | <u>LGS</u> |
|----------------------------------|-----------------|------------|
| <u>On-peak</u> | <u>Off-peak</u> | |
| 1.5¢/kWh | 0.0¢/kWh | 1.5¢/kWh |

NOTIFICATION

When Company determines that it has Dispatched Power available for sale, Company will provide notification to customer of the beginning and ending times of a Dispatched Power Period. Notification will be provided via procedures established by Company and such procedures shall be given to Customer.

Company shall use reasonable diligence to notify Customer of the institution of a Dispatched Power Period including the beginning and ending time(s). Company, having used reasonable diligence to notify Customer, shall not be liable should Customer not receive notification. Customer must install, at his expense, a dedicated telephone line in order to receive notification from Company and he must also provide satisfactory space for Company's communication equipment.

CHANGES TO A DISPATCHED POWER PERIOD

Upon Company's review of its generation costs and its system requirements, Company may notify customer during a Dispatched Power Period that it will extend beyond the time which Company previously communicated to Customer that such Dispatched Power Period would end.

Upon thirty (30) minutes notice, Company may terminate a Dispatched Power Period prematurely in order to decrease the likelihood of instituting a Curtailable Period. A Dispatched Power Period will automatically terminate upon the actual commencement of a Curtailable Period.

GENERAL

Company will not install transformation capacity or other facilities which exceed Customer's requirement during non-Dispatched Power Periods. Demands established during Dispatched Power Periods shall not serve to satisfy Contract obligations of Customer.

Decisions to institute or extend a Dispatched Power Period rest solely with Company.

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above stated charges will be added any applicable South Carolina sales tax and for the customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

SUPPLEMENTARY AND FIRM STANDBY SERVICE RIDER SS-59

AVAILABILITY

This Rider is available to customers in conjunction with any of Company's general service rate schedules to permit Supplementary and Standby Service to Customer having generation equipment not held solely for emergency use and for which Company's service may be substituted either directly or indirectly or used as an additional power supply. Customer shall execute (1) a Service Agreement specifying separately the requirements for both Supplementary Service and Standby Service and (2) an Interconnection Agreement in accordance with the South Carolina Generation Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Interconnections.

This Rider is not available (1) for temporary or supplementary seasonal service, (2) for use in conjunction with any of Company's other standby service riders, (3) for use in conjunction with Company's Dispatched Power Rider No. 68 or Incremental Power Service Rider IPS, or (4) for Standby Service in excess of 50,000 kW. The provisions of the rate schedule with which this Rider is used are modified only as shown herein.

DEFINITIONS

Contract Demand

The Contract Demand is the total maximum kW that Customer desires Company to supply for both Supplementary and Standby Service combined, as specified in the Service Agreement. It shall be increased by the amount of the excess when the sum of the Supplementary Service Contract Demand and Standby Service Contract Demand exceeds the previously established Contract Demand. The increase shall be effective with the following billing month unless Company requests Customer to reduce such demand to a specified amount but not less than the previously established Contract Demand.

Standby Service

Standby Service is the service which Company supplies to replace Customer's generation. This includes breakdown and maintenance periods. For generation with a planning capacity factor of less than 60%, the Standby Service Contract Demand shall be the nameplate kW capacity of Customer's installed generation. For generation with a planning capacity factor of 60% or greater, the Standby Service Contract Demand shall be the maximum increased demand Company is requested to serve whenever Customer's generation is not operating, which may be less than the generator nameplate rating. The Standby Service Contract Demand may be increased by mutual agreement.

Supplementary Service

Supplementary Service is the service which Company continuously supplies to replace Customer's generation. The Contract Demand of Supplementary Service shall be the established Contract Demand minus the Standby Service Contract Demand; however, whenever the established Contract Demand is exceeded, the Supplementary Service Contract Demand shall increase effective with the following billing month by the amount the established Contract Demand exceeds the Standby Service Contract Demand. However, in all events, Company may within 30 days request Customer to reduce such demand to a specified amount, but not less than the previously established Supplementary Service Contract Demand.

MONTHLY BILLING

The Monthly Bill shall be the sum of the following amounts:

1. Availability to Serve Charges:

- a. Generation Reservation Charge applicable customers both less than 60% and 60% or greater planning capacity factor - \$0.84/kW of Standby Service Contract Demand.
- b. Standby Service Delivery Charge (applicable to customer generation with a planning capacity factor 60% or greater):

Per kW of Standby Service Contract Demand for Customer served from:

Transmission System (voltage of 69 kV or higher) \$1.30/kW

Distribution System (voltage below 69 kV) \$2.54/kW

- c. Additional Facilities Billing applicable to both less than 60% and 60% or greater planning capacity factor customers: An amount equal to the monthly facilities charge, as specified in Company's Service Regulations, times the difference between the installed cost of (1) the facilities required by Company to supply the Contract Demand, including any protective or other equipment deemed necessary to accommodate Customer's parallel operation, and (2) the facilities required by Company to supply the contract kW of Supplementary Service.

2. Supplementary and Standby Service Usage Charges:

- a. For generation with a planning capacity factor of less than 60%:

Supplementary and Standby Service billing for the established demand and kilowatt-hours consumed during the month is under the rate schedule and rider(s) with which this Rider is used.

- b. For generation with a planning capacity factor of 60% or greater:

- i. Supplementary Service billing for the Billing Demand established and the kilowatt-hours consumed associated with the Supplementary Service Contract Demand is under the rate schedule and rider(s) with which this Rider is used.
- ii. Standby Service billing for the kilowatt-hours consumed in excess of the Supplementary Service Contract Demand shall be at the sum of the (1) Standby Service RTP Hourly Energy Rate, as shown below, plus (2) the Rider Adjustment applicable during the current billing month. The Rider Adjustment shall include the sum of the DSM/EE and DSM/EE EMF rate adjustments during the current billing month. This amount shall be computed on an hourly basis.

STANDBY SERVICE RTP HOURLY ENERGY RATE

The Real Time Pricing (RTP) Hourly Energy Rate applicable to all usage in excess of the Supplementary Service Contract Demand shall be calculated as follows:

$$\text{Hourly RTP Rate} = (\text{MENERGY} + \text{CAP} + \text{ADDER}) \times (1 + \text{TAXES})$$

where:

$$\text{MENERGY} = \text{Marginal Energy Cost per kilowatt-hour including marginal fuel, variable operating and maintenance expenses, and delivery losses}$$

| | | |
|----------------------|---|---|
| CAP | = | Tiered Capacity Charge per kilowatt-hour applicable whenever the day-ahead forecast of the ratio of hourly available generation to hourly demand is equal or less than 1.15 |
| ADDER | = | $\beta \times (\text{Class Rate} - \text{Hourly Marginal Cost})$, but not less than zero |
| where: | | |
| β | = | a fixed value equal to 0.20 |
| Class Rate | = | the prior calendar year average rate per kilowatt-hour under the conventional tariffs applicable to the LGS class, as updated annually effective with the February billing |
| Hourly Marginal Cost | = | the sum of the specific hour's kilowatt-hour price for MENERGY and CAP, all as defined above |
| TAXES | = | SC Regulatory Fee and Gross Receipts Taxes (currently 0.44%) |

CONTRACT PERIOD

As specified in the Application for the Supply of Electricity, but not less than one year.

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

GENERAL

Where Customer's generation equipment is connected either electrically or mechanically to equipment which may be operated concurrently with service supplied by Company, Customer shall install and maintain at his expense such devices as may be necessary to protect his equipment and service and to automatically disconnect his generating equipment, which is operated in parallel with Company, when service used by Customer is affected by electrical disturbances on Company's or Customer's systems.

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission. The provisions of this Rider are subject to change upon approval by the Public Service Commission of South Carolina.

SUPPLEMENTARY AND NON-FIRM STANDBY SERVICE
RIDER NFS-11

AVAILABILITY

This Rider is available to customers in conjunction with any of Company's General Service rate schedules to permit Supplementary and Non-Firm Standby Service to Customer having generation equipment with a planning capacity factor of 60% or greater not held solely for emergency use and for which Company's service may be substituted either directly or indirectly or used as an additional power supply. Customer shall execute (1) a Service Agreement specifying separately the requirements for both Supplementary Service and Non-Firm Standby Service and (2) if applicable, an Interconnection Agreement in accordance with the South Carolina Generation Interconnection Procedures, Forms and Agreements For State Jurisdictional Interconnections.

This Rider is not available (1) for temporary or supplementary seasonal service, (2) for use in conjunction with any of Company's other standby or generation service riders, (3) for Customer's with nameplate generation capacity below 200 kW, (4) for a customer who is not currently receiving service under this Rider but had previously received service under the Rider in the preceding twelve months, (5) in conjunction with curtailable service schedules or riders, or (6) for Non-Firm Standby Service in excess of 50,000 kW. The provisions of the rate schedule with which this Rider is used are modified only as shown herein.

DEFINITIONS

Contract Demand

The Contract Demand is the maximum kW that Customer desires Company to supply for Supplementary and Non-Firm Standby Service combined, as specified in the Service Agreement, and shall be increased by the amount of the excess when the sum of the Supplementary Service Contract Demand and Non-Firm Standby Service Contract Demand exceeds the previously established Contract Demand, unless and until Company within 60 days requests Customer to reduce such demand to a specified amount but not less than the established Contract Demand.

During a Non-Firm Period, the Contract Demand is subject to curtailment by Customer to not exceed the Supplementary Service Contract Demand.

Non-Firm Standby Service

Non-Firm Standby Service is the service which Company supplies to replace Customer's generation. This includes breakdown and maintenance periods approved by Company. The amount of Non-Firm Standby Service shall not exceed the nameplate kW capacity of Customer's installed generation. The amount of Non-Firm Standby Service initially contracted will automatically be increased whenever the established Contract Demand is exceeded, unless Company within 60 days requests Customer to reduce such demand to a specified amount. The Non-Firm Standby Service Demand shall increase by the amount the established demand exceeds the Supplementary Service Contract Demand.

Supplementary Service

Supplementary Service is service continuously available to supplement Customer's other power sources and is the kW of demand to which Customer shall reduce his requirement during a Non-Firm period specified by Company. The Supplementary Service Contract Demand shall be specified in the contract and shall only change based upon mutual consent of the parties, but in no case can it be less than the minimum contained in the rate schedule with which this Rider is used.

MONTHLY BILLING

The Monthly Billing shall be the sum of the following amounts:

1. Supplementary Service Billing:

An amount computed under the rate schedule with which this Rider is used for the Billing Demand established and the kilowatt-hours consumed associated with the Supplementary Service Contract Demand.

2. Non-Firm Standby Service Billing:

An amount computed as the kilowatt-hours consumed in excess of the Supplementary Service Contract Demand times the sum of the (a) Non-Firm Standby Service Hourly RTP Energy Rate, as shown below, plus (b) the DSM/EE Adjustment, including both the Rate and EMF, applicable during the current billing month. This shall be computed on an hourly basis.

3. Non-Firm Standby Notification Customer Charge: \$50.00

4. Non-Firm Standby Service Delivery Charge:

Per kWh of Non-Firm Standby Service Usage for Customer served from:

Transmission System (voltage of 69 kV or higher) \$0.00261/kWh

Distribution System (voltage below 69 kV) \$0.00507/kWh

Non-Firm Standby Service Usage shall be all kilowatt-hours consumed in excess of the Supplementary Service Contract Demand in the current billing month.

5. Extra Facilities Billing:

An amount equal to the monthly facilities charge as specified in Company's Service Regulations times the difference between the installed cost of (1) the facilities required by Company to supply the Contract Demand, including any protective or other equipment deemed necessary to accommodate Customer's parallel operation, and (2) the facilities required by Company to supply the contract kW of Supplementary Service.

NON-FIRM STANDBY SERVICE RTP HOURLY ENERGY CHARGE

The Real Time Pricing (RTP) Hourly Rate applicable to all usage in excess of the Supplementary Service contract kW shall be calculated as follows:

$$\text{Hourly RTP Rate} = (\text{MENERGY} + \text{CAP} + \text{ADDER}) \times (1 + \text{TAXES})$$

where:

MENERGY = Marginal Energy Cost per kilowatt-hour including marginal fuel, variable operating and maintenance expenses, and delivery losses

CAP = Tiered Capacity Charge per kilowatt-hour applicable whenever the day-ahead forecast of the ratio of hourly available generation to hourly demand is equal or less than 1.15

ADDER = $\beta \times (\text{Class Rate-Hourly Marginal Cost})$, but not less than zero

where:

β = a fixed value equal to 0.20

Class Rate = the prior calendar year average rate per kilowatt-hour under the conventional tariffs applicable to the LGS class, as updated annually effective with the February billing

Hourly Marginal Cost = the sum of the specific hour's kilowatt-hour price for

MENERGY and CAP, all as defined above

TAXES = South Carolina Gross Receipts Tax and Utility Assessment (0.44%)

During Non-Firm Periods, the applicable Non-Firm Standby Service Hourly RTP Energy Rate shall be the greater of the Hourly RTP Rate, as calculated above, or the PJM price during the hour, plus 5%, plus any applicable transmission charges to deliver the electricity from PJM plus South Carolina gross receipts taxes. The applicable PJM rate shall be final settlement hourly rate for the PJM Western Hub.

NON-FIRM PERIOD

The Non-Firm Period shall be a fifteen-hour period, unless Company specifies a shorter period at the time the Customer is notified. Customer shall be given a minimum of 30-minutes notice before the requested Non-Firm Period is to take place. Company shall use reasonable diligence to notify Customer of an impending Non-Firm Period and having used reasonable diligence shall not be liable to Customer should Customer not receive notification. To assist Customer in reviewing the financial impact of Non-Firm Standby Service usage, Company will provide its Hourly RTP Rates on a password-secured website. A forecast of PJM hourly rates is available from the PJM website; however, the final settlement rate will be used for billing which may differ from the PJM forecast.

SUPPLEMENTARY SERVICE BILLING DEMAND

The Billing Demand of Supplementary Service shall be the maximum kW registered or computed, by or from Company's metering facilities, during a 15-minute interval within the current billing month, but not greater than the Billing Demand determined in accordance with the schedule with which this Rider is used for the contract kW of Supplementary Service.

FAILURE TO COMPLY WITH NON-FIRM STANDBY SERVICE REQUIREMENTS

Customer shall undertake all reasonable steps to ensure that Customer's load does not exceed the Supplementary Service kW during all Non-Firm Periods. Continual failure to limit usage to the Supplementary Service kW or less during Non-Firm Periods shall constitute grounds for either increasing the Supplementary Service contract demand or removal from this Rider.

CONTRACT PERIOD

The Contract Period shall not be less than five years, and shall automatically extend thereafter for successive periods of two years unless terminated by either party at the end of any contract period by giving not less than sixty (60) days' written notice to the other party prior to the end of the contract period.

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

GENERAL

Where Customer's generation equipment is connected either electrically or mechanically to equipment which may be operated concurrently with service supplied by Company, Customer shall install and maintain at his expense such devices as may be necessary to protect his equipment and service and to automatically disconnect his generating equipment, which is operated in parallel with Company, when service used by Customer is affected by electrical disturbances on Company's or Customer's systems.

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

INCREMENTAL POWER SERVICE
RIDER IPS-11

AVAILABILITY

This Rider is available to customers in conjunction with Company's Large General Service (Time-of-Use) Schedule LGS-TOU, which is modified only as shown herein.

Service under this Rider is only available at the option of Company, in conjunction with monthly Base Demands established by Company, for Customer usage above Base Demand levels at which Customer would otherwise operate.

This Rider is not available: 1) in conjunction with Company's Dispatched Power Rider No. 68, or 2) for twelve months following Customer's discontinuation of service under this Rider.

DEFINITIONS

Class 2 Incremental Power Period

A Class 2 Incremental Power Period shall normally be a 24-hour period for days that contain on-peak hours.

Base Demand

Company shall establish Customer's Base Demand for each month of the year. These monthly Base Demands shall be established by Company in advance of Customer's election to utilize this Rider in any given month. Generally, Company will establish or change Base Demand levels upon the following factors: 1) the maximum kW registered or computed, by or from Company's metering facilities, during any on-peak 15-minute interval for the corresponding billing month in the twelve months prior to contracting for this Rider; 2) recent added or reduced electrical load; and 3) whether Customer's historical electrical loads represent Customer's ongoing operation. The Base Demands shall also exclude any demands resulting from standby service, back-up service, dispatched power, or Incremental Power. The monthly Base Demand level shall automatically increase to the maximum on-peak demand established outside any Incremental Power Periods whenever the maximum on-peak demand established outside any Incremental Power Periods exceeds the monthly Base Demand. Customer shall provide thirty (30) days advance written notification to Company when electrical load is to be added or removed or a change in Customer's operation is expected to occur. Company shall adjust any previous monthly bills to reflect the change in the Base Demands upon Company determining that Customer had not provided Company advanced written notification of Customer's increase in electrical load. Company may require Customer to operate at proposed Base Demand levels for up to 12 months before receiving or continuing to receive service under this Rider. Company reserves the right to modify a monthly Base Demand at any time when in its opinion the Base Demand no longer represents Customer's demand level in the absence of the availability of Incremental Power.

Incremental Demand

When the registered or computed 15-minute kW demand during an Incremental Power Period exceeds the Base Demand, Incremental Demand shall be the kW demand in each 15-minute interval during the Incremental Power Period minus the greater of: 1) the maximum on-peak demand established outside an Incremental Power Period exclusive of standby or backup service, or 2) the Base Demand.

When the registered or computed 15-minute kW demand during an Incremental Power Period is less than or equal to the Base Demand, then the Incremental Demand shall be zero. In no event, shall Incremental Demand(s) be less than zero.

Incremental Energy

Incremental Energy is the sum of all kilowatt-hours attributable to use of Incremental Demand.

MONTHLY RATE

- A. Customer Charge in addition to the Basic Customer Charge in the rate schedule: \$50.00.
- B. The Billing Demand shall be as determined in accordance with Schedule LGS-TOU, disregarding any Incremental Demands used during the billing month.
- C. Incremental Energy: Class 2 Incremental Energy shall be billed at the rate specified in Schedule LGS-TOU plus the following increment:

| | |
|----------------|-----------------|
| <u>On-peak</u> | <u>Off-peak</u> |
| 1.5¢/kWh | 0.0¢/kWh |

NOTIFICATION

When Company determines that it has Incremental Power available for sale, Company will provide notification to Customer of the beginning and ending times of an Incremental Power Period. Notification will be provided via procedures established by Company and such procedures shall be given to Customer.

Company shall use reasonable diligence to notify Customer of the institution of an Incremental Power Period including the beginning and ending time(s). Company, having used reasonable diligence to notify Customer, shall not be liable should Customer not receive notification. Customer must install, at Customer's expense, a dedicated telephone line in order to receive notification from Company and Customer must also provide satisfactory space for Company's communication equipment.

CHANGES TO AN INCREMENTAL POWER PERIOD

Company may notify Customer during an Incremental Power Period that it will extend beyond the time which Company previously communicated to Customer that such Incremental Power Period would end.

Upon thirty (30) minutes' notice, Company may terminate an Incremental Power Period prematurely in order to decrease the likelihood of instituting a Curtailable Period. An Incremental Power Period will automatically terminate upon the actual commencement of a Curtailable Period.

CONTRACT PERIOD

The Contract Period for service under this Rider shall continue until terminated by Customer or Company by giving not less than thirty (30) days written notice to the other party.

GENERAL

Company will not install transformation capacity or other facilities which exceed Customer's requirement during non-Incremental Power Periods. Demands established during Incremental Power Periods shall not serve to satisfy Contract obligations of Customer.

Decisions to institute, extend, or terminate an Incremental Power Period rest solely with Company.

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

AVAILABILITY

These programs are available upon request and on a voluntary basis to those customers as described below, subject to the availability of appropriate metering and meter-related equipment.

I. TOTALMETER PROGRAM

Metering equipment to allow remote automated meter reading by Company will be provided upon execution of an application for TotalMeter. The application describes the conditions of service, states all charges, and provides for a termination charge should the TotalMeter option be discontinued prior to 24 consecutive months of service. Customer receiving the TotalMeter option may select a desired meter-reading day. Monthly rates and other charges related to the TotalMeter are as follows:

Monthly Rate for TotalMeter

| | |
|---|---------|
| Option 1: Customer-supplied suitable telephone communications line ¹ | \$ 3.00 |
| Option 2: Company-supplied wireless telephone communications circuit ² | \$13.20 |

| | |
|---|---------|
| Charge for Customer-requested termination of TotalMeter Option prior to 24 consecutive months of service | \$50.00 |
|---|---------|

¹ Option 1 is not available to new applicants on and after October 1, 2013. Existing participants may continue under this option until such time that the metering equipment requires replacement.

² Option 2 is not available to new applicants on and after April 1, 2019. Existing participants may continue under this option until such time that the metering equipment requires replacement.

TotalMeter charges shall not apply when Company, at its option, determines that remote automated meter reading is necessary for Company's own use. Receipt of the TotalMeter option shall in no way restrict or otherwise limit Company's right of ingress and egress to read meters and inspect, maintain, repair and replace the meters and other facilities installed to serve Customer whenever necessary.

II. ENERGY PROFILER ONLINE

The Energy Profiler Online (EPO) program is available to any non-residential customer with a registered or contract demand of 30 kW or greater. EPO is an Internet-based program permitting Customer access to historic meter data from any internet-capable location. Access to meter data is both identification/name and password restricted. Monthly rates and other charges related to EPO are as follows:

Monthly Rate for EPO

| | |
|--|-------------------------------|
| Rate for totalized meter data only (updated monthly) ³ | \$20.00 per totalized account |
| Rate for meter data per individual meter (updated each business day) | \$20.00 per meter |
| Set-up fee per meter | \$85.00 |
| Set-up fee for totalized meter data only | \$85.00 |

³ The rate applicable for totalized meter data only is not available to new applicants on and after January 1, 2017.

Provision of EPO requires that the standard meter, as determined solely by Company based upon the Customer's electrical requirement, have the capability of recording electrical consumption information on a 15-minute interval basis. Additional monthly rates and other charges, as described in Section III below, will apply if the standard meter based upon customer's electrical requirement does not have interval data capability.

III. MANUALLY READ METERING (MRM)

Customers served under either Schedule RES or Schedule SGS only, without a demand meter, may request metering that either does not utilize radio frequency communications to transmit data, or is otherwise required to be read manually, provided that such a meter is available for use by the Company. This service is not available when service is requested in conjunction with any net metering rider. At the Company's option, meters to be read manually may be either a smart meter with the radio frequency communication capability disabled or other non-communicating meter. The meter manufacturer and model chosen to service the customer's premise are at the discretion of the Company and are subject to change at the Company's option, at any time. Customers choosing this option are responsible for the payment of the rates shown below and will not be eligible for any current or future services or offerings that require the use of a smart or other communicating meter.

Monthly Rate for MRM Service:

| | |
|--|----------|
| 1. Initial Set-up Fee | \$170.00 |
| 2. Monthly Rate For MRM | \$14.75 |
| 3. Early Termination Charge (Prior to 12 consecutive months of service only) | \$50.00 |

The contract term shall be a minimum of 12 months and may be terminated by either party with thirty (30) days written notice. The Company may refuse to provide service under this option under the following conditions: (1) the Customer has a history of meter tampering or unauthorized use of electricity at the current or any prior location, (2) provision of such service creates a safety hazard to consumers or their premises, the public or the electric utility's personnel or facilities, or (3) the customer fails to provide the Company satisfactory access to the Customer's facilities for the purpose of obtaining meter readings or maintaining its equipment.

IV. CUSTOMER REQUESTS INSTALLATION OF NON-STANDARD METERING

Company, in its sole determination, shall establish appropriate meter standards based upon Customer's electrical requirement. If a non-residential customer desires additional meter services that require the installation of a non-standard meter, Company will comply for the following monthly rate and other charges:

| | |
|---|-------------------|
| Monthly Rate for non-standard meter with interval data capability | \$ 0.33 per month |
|---|-------------------|

The following fees apply when the non-standard meter will not be remotely read:

| | |
|--------------------|---------|
| Meter Set-up Fee | \$15.00 |
| Meter Exchange Fee | \$77.00 |

A charge shall apply if Customer requests termination prior to 24 consecutive months of operation of a non-standard meter option that provides interval data. The charge shall equal the monthly rate times the sum of 24 minus the number of months the non-standard meter service has been received, not to exceed 24 months.

GENERAL

Upon appropriate notice to Customer, Company reserves the right to suspend and/or terminate any or all of these meter-related programs at any time if providing the requested program is not feasible. Company does not guarantee continuous provision of these meter-related programs but shall use reasonable diligence at all times to provide the program without interruption and having used reasonable diligence shall not be liable to Customer for damages, for failure in, or for interruptions or suspension of the same.

Service rendered under this Rider is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission. The provisions of this Rider are subject to change upon approval of the Public Service Commission of South Carolina.

EXCESS DEFERRED INCOME TAX RIDER EDIT-1

APPLICABILITY

The decremental rate shown below is included in the MONTHLY RATE provision in each residential, general service and lighting schedule. This adjustment includes a one-year credit to return to customers savings associated with Excess Deferred Income Taxes resulting from the North Carolina Income Tax Rates in House Bill 989, An Act to Simplify the North Carolina Tax Structure and to Reduce Individual and Business Tax Rates. This adjustment also reduces billing rates for savings realized with The Federal Tax Cuts and Jobs Act that reduced corporate federal income tax rates from 35% to 21% effective January 1, 2018. These federal savings include a credit for deferred revenue associated with the lower tax rate and a credit for excess deferred income taxes that will be realized over the following 20 years. This adjustment shall be updated annually to reflect changes in deferred tax balances.

MONTHLY RATE

Effective for service rendered on and after June 1, 2019 through May 31, 2020, the decremental rate for the appropriate rate class, including revenue-related taxes and regulatory fees, shall be as shown in the following table:

| Rate Class | Applicable Schedules | Billing Rate (¢/kWh) |
|---------------------------------|------------------------------------|-------------------------|
| Residential | RES, R-TOUD | (0.292) |
| General Service (Small) | SGS, GS | (0.356) |
| General Service (Constant Load) | SGS-TOU-CLR | (0.291) |
| General Service (Medium) | MGS, SGS-TOU, SGS-TES, CSE, CSG | (0.184) |
| General Service (Large) | LGS, LGS-TOU, LGS-RTP, LGS-CUR-TOU | (0.116) |
| Traffic Signal Service | TSS, TFS | (0.277) |
| Outdoor Lighting | ALS, SLS, SLR | (0.488) |
| Sports Field Lighting | SFLS | (0.361) |
| Seasonal | SI | (0.260) |

OUTDOOR LIGHTING SERVICE REGULATIONS

1. SERVICE AGREEMENT

In order to assure certainty and uniformity of conditions, Company will only supply outdoor lighting service under its uniform Service Agreement, consisting of (1) the Application for Lighting Service, (2) the applicable Schedule, and (3) the Outdoor Lighting Service Regulations.

2. DEFINITIONS

- (a) Dusk is a period before nightfall and in the illumination of lamps it will be considered as being approximately 30 minutes after sunset.
- (b) Dawn is a period after daybreak and in the illumination of lamps it will be considered as being approximately 30 minutes before sunrise.
- (c) A special outdoor lighting pole or post is any standard Company-owned pole or post installed as a part of its overhead lighting system and on which no other Company overhead distribution facilities are installed or a pole or post installed as a part of its underground lighting system. If another utility or company has overhead conductors or equipment installed on a Company-owned pole or post used by Company only for street lighting, such pole or post will be classified as a special lighting pole; however, if Company installs its overhead lighting equipment on a pole or post owned by another utility, such pole or post will not be classified as a special lighting pole or post.
- (d) A system lighting pole is a system distribution pole on which Company has attached both street lighting and overhead distribution facilities or a pole installed in conjunction with the lighting system to which only overhead distribution facilities are attached.
- (e) A system lighting metal pole, available only under Schedule SLS, is a metal pole on which Company has attached both street lighting and overhead distribution facilities or a metal pole installed in conjunction with the street lighting system to which only overhead distribution facilities are attached.

3. EXTENSIONS AND ADDITIONS

Company will extend its lighting system to supply additional lighting units at Customer's request and install the additional lighting units insofar as practical, in accordance with good engineering practice, at the locations Customer designates. If any overhead lighting unit is more than 500 feet from the next adjacent lighting unit or Company has to extend its secondary overhead distribution system more than 500 feet, the Customer will make a nonrefundable contribution to Company equal to the estimated installed cost of the new circuit in excess of 500 feet.

4. CHANGE IN FIXTURE STYLE, LIGHT SOURCE OR LAMP LUMEN RATING

At Customer's request, Company will, at no cost to Customer, change the fixture, pole or post style or color at the same location provided the facilities to be replaced have been in service for 20 years or longer and the contract term for the new facilities is extended. The appropriate term shall be as described in the Contract Period paragraph stated in the applicable Outdoor Lighting Service Schedule. If the facilities to be changed to a different style or color have been in service less than 20 years, Customer shall pay a charge of \$50 if only the fixture is changed or \$500 if the facilities to be changed includes the pole or post. If the request requires a change in the overall lighting design and layout and the fixture or pole are not installed in the same location, in addition to the fixture and pole change charge for an underground installation, Customer shall pay the estimated installed cost of the new underground circuit in excess of 250 feet plus any abnormal construction costs.

5. RELOCATION OF FACILITIES

If the Company's lighting facilities are installed within its rights-of-way or easements, upon Customer's request Company will relocate such facilities to a new location within the same general area provided Customer will pay to Company any applicable charge as set forth in the Termination of a Service Agreement paragraph shown below. A new Contract Term shall not be required. If the relocation request involves both lighting and other distribution facilities, the cost of the relocation of all facilities shall be determined pursuant to the Line Extension Plan.

6. RIGHTS-OF-WAY

Customer shall furnish, without cost to Company, satisfactory rights-of-way or franchise for Company to install its lighting circuits and necessary equipment. Customer will be responsible for trimming trees and other vegetation that obstruct the light output from the fixture(s) or maintenance access to the facilities.

7. CONTINUITY OF SERVICE

Company will exercise due diligence and reasonable care and foresight to maintain continuity of service as provided in the Service Agreement, but shall not be considered to be in default in respect to any obligation under the Service Agreement if prevented from fulfilling such obligation by reason of uncontrollable forces or by reason of outages of facilities for repair, replacement or inspection, provided due diligence was used to limit such outages, and provided such outages, except in emergencies, were conducted upon a reasonable prearranged schedule; the term "uncontrollable forces" shall be deemed for the purposes of this Agreement to mean earthquake, storm, lightning, flood, backwater caused by flood, fire, epidemic, accident, failure of facilities, war, riot, civil disturbance, strike, labor disturbance, restraint by an order of court or public authority, or other causes beyond the control of Company, which by exercise of due diligence and foresight Company could not reasonably have been expected to avoid. When Company is rendered unable to fulfill any obligation by reason of uncontrollable forces, Company will exercise due diligence to remove such disability with reasonable dispatch.

8. BURNED OUT OR BROKEN LAMPS

Company will use reasonable diligence to see that all lamps are burning each night but does not guarantee the lamps against burn outs and breakage. Customer will be responsible for notifying Company of any and all lamps which are not burning according to schedule and Company shall have until dusk of two business days following notice to replace the lamps. If Customer has given Company written notice and Company fails to so replace the lamps designated in the notice within such two business days, then, upon request by Customer, there shall be a pro rata reduction of the "Monthly Rate" charge per fixture.

When a pro rata reduction of the "Monthly Rate" charges is to be made, the lamp or lamps will be considered as burning until the day on which Company was first notified in writing by Customer and the amount of the "Monthly Rate" charges to be billed will be determined by multiplying the "Monthly Rate" charges by the ratio of the number of days in the month which the lamp actually burned to thirty days.

9. DAMAGE TO COMPANY FACILITIES

Customer shall protect Company's wiring, apparatus, lighting fixtures, and poles covered by the Service Agreement from damage or harm. In the event of any loss or damage to such property of Company caused by or arising out of carelessness, neglect, or misuse by Customer, his employees or agents, the cost incurred by Company to repair the facilities shall be paid by Customer.

10. CONFLICTS

In case of conflict between any provision of a lighting schedule and these Outdoor Lighting Service Regulations, the provisions of the applicable lighting schedule shall prevail.

11. NONSTANDARD FACILITIES

At the request of the Customer the Company may consent to install lighting facilities, using Company approved equipment, which has not been established as a system standard subject to Customer paying to Company a Monthly Facilities Charge as determined under Company's filed Service Regulations.

The Company may, at its own discretion and without additional cost to Customer, install facilities on an experimental basis without adopting such facilities as standards.

12. TERMINATION OF A SERVICE AGREEMENT

If Customer desires to terminate all or a portion of the facilities installed pursuant to the Service Agreement, Company will agree to such termination if Company is satisfied that Customer no longer has need for lighting service. If such termination request occurs before the expiration of the initial contract term, Company will agree to such termination and remove its facilities provided Customer pays an amount of money equal to 40% of the bills which otherwise would have been rendered for the unexpired months of the initial Contract Period.

13. AMENDMENT OF A SERVICE AGREEMENT

If and when mutually agreed upon, a lighting unit or pole may be added or removed from the lighting system or the size of the lamp may be changed. Any change made under this paragraph shall be evidenced by a written memorandum.

If Company extends its general distribution system so as to use special lighting poles for distribution poles or removes its distribution facilities from a pole used for lighting purposes, Company shall so notify Customer of the poles affected and appropriate adjustments will be made in the rendering of monthly bills.

SERVICE REGULATIONS

1. SERVICE AGREEMENT

- (a) Description: The Service Agreement (hereinafter sometimes termed "Agreement") shall consist of (1) Company's form of Application for Supply of Electricity, when signed by Customer and accepted by Company, (2) the applicable Schedule and Riders and (3) these Service Regulations, and all changes, revisions, alterations therein, or substitutions therefor lawfully made; provided that when the requested supply of electricity (1) is for residential uses or (2) is for other uses when the Customer's contract demand (a) is initially less than 1,000 kW or (b) does not require an increase in Company's facilities when the demand increases to 1,000 kW or more, and (3) when no extra charges for installation or other special contractual provisions are involved, the Customer's application and the Company's acceptance thereof may be verbal, and in such event the Company's applicable Schedule, Riders and these Service Regulations shall be effective in the same manner as if Company's form of Application for Supply of Electricity had been signed by Customer and accepted by Company. Such a verbal Service Agreement shall be conclusively presumed, when there is no written application by a Customer accepted in writing by the Company, if electricity supplied by the Company is used by Customer or is used on Customer's premises.
- (b) Application of Service Regulations and Schedules: All Service Agreements in effect at the time of the approval hereof or that may be entered into in the future, are made expressly subject to these Service Regulations, and subject to all applicable Schedules and Riders, and any changes therein, substitutions therefor, or additions thereto lawfully made.
- (c) Selection of Optional Schedules: Where two or more rate schedules and/or riders are available, Company will attempt to assist Customer to a reasonable extent in determining which rate schedule and/or rider to select. It is the Customer's right and responsibility to select the available rate and/or rider. The Company will not assume responsibility for this choice since the control of the electric usage is under Customer's ultimate control.
- (d) Conflicts: In case of conflict between any provision of a Schedule or Rider and of these Service Regulations, the provision of the Schedule or the Rider shall prevail.
- (e) Transfer of Agreement: A Service Agreement between the Company and Customer may be transferred and assigned by the Customer to any person, firm, or corporation purchasing or leasing and intending to continue the operation of the plant or business which is being served under such Agreement, subject to the written approval of the Company. The Company will grant such approval upon being reasonably satisfied that the assignee will fulfill the terms of the Agreement and if, at Company's option, a satisfactory guarantee for the payment of bills is furnished by assignee.
- (f) Suspension of Billing Under Agreement at Customer's Request: If Customer is temporarily unable to take the electricity contracted for due to physical destruction of or damage to his premises, Company will, upon written request of Customer, and for a period reasonably required to replace or repair such premises, suspend billing under the Agreement effective with the beginning of the next ensuing billing period. However, if Customer desires to use electricity in a lesser amount than the minimum provided in the Agreement it will be supplied and billed under Company's Schedule and Riders applicable to his use.

The Service Charge and any temporary service charges for electric service to temporary facilities will not be applied when Company's construction costs of such construction do not exceed a reasonable amount or to reestablish permanent electric service. A residential or small nonresidential customer, following the physical destruction of his premises from a natural disaster, may also suspend or terminate area lighting service within the initial contract period without incurring early termination charges.

If Customer will be using less than one-half of his Contract Demand during a period of suspended operations for at least three consecutive months but no longer than twelve consecutive months, and upon written request by Customer, the Billing Demand shall be the maximum kW registered during the current billing month under the Schedules and Riders effective for the reduced usage. When Customer's load regularly falls below one-half of his Contract Demand, such operations shall not be considered as suspended operations.

During the initial twelve months of service, Customer's monthly bills will be rendered under the most advantageous available Schedule and Rider, except that once a bill is rendered under the Schedule and Rider(s) specified in the Service Agreement, service will thereafter be provided only under that Schedule and Rider. The Contract Demand will be excluded from the determination of the Billing Demand and Availability provisions of the Schedule during this initial period.

- (g) Termination of Agreement at Customer's Request: If Customer desires to terminate the Agreement, Company will agree to such termination if Company is satisfied that Customer no longer has use for electricity at the premises and all bills for electricity previously rendered have been paid, and provided that Customer pays to Company, for standard facilities, a termination charge equal to (1) for Customers served from Company's distribution system the loss in salvage of the facilities used to serve the Customer less the greater of (a) 20 percent of the loss in salvage for each full year that such facilities shall have been in service or (b) 20 percent of each full year's revenue that such facilities shall have been in service; (2) for Customers served from Company's transmission system, the loss in salvage of the facilities used to serve the Customer less the greater of (a) 10 percent of the loss in salvage for each full year that such facilities shall have been in service or (b) 10 percent of each full year's revenue that such facilities shall have been in service. Company may waive the foregoing provision if Company has secured or expects to secure from a new occupant or operator of the premises an Agreement satisfactory to Company for the supply of electricity for a term not less than the unexpired portion of Customer's Agreement.
- (h) Company's Right to Terminate or Suspend Agreement: Company, in addition to all other legal remedies, may either terminate the Agreement or suspend delivery of electricity to Customer for (a) any default or breach of Agreement by Customer, (b) fraudulent or unauthorized use of electricity or use in such manner as to circumvent Company's meter, (c) failure to pay bills when due and payable or failure to restore deposit within the specified period or, (d) in case of a condition on Customer's side of the point of delivery actually known by Company to be, or which Company reasonably anticipates may be, dangerous to life or property. No such termination or suspension, however, will be made by Company without twenty-four hours' written notice (or such written notice as required by the state regulatory authority) delivered to Customer personally or by mail, stating in what particular the Agreement has been violated, except that no notice need be given in instances set forth in (b) and (d) above.

Failure of Company to terminate the Agreement or to suspend the delivery of electricity at any time after the occurrence of grounds therefor or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect Company's right later to resort to any or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

Any suspension of the delivery of electricity by Company or termination of the Agreement upon any authorized grounds shall in no wise operate to relieve Customer of his liability to pay for electricity supplied, nor shall it relieve Customer (1) of his liability for the payment of minimum monthly charges during the period of suspension, nor (2) of his liability for damages, if the Agreement has been terminated, in the amount of (a) the minimum monthly charges which would have been payable during the unexpired term of the Agreement plus (b)

the termination charges provided for in paragraph 1(g) above. Whenever the supply of electricity is suspended for any authorized reason, Company will make a charge of \$19.00 for the restoration of service.

2. CONDITIONS OF SERVICE

- (a) Company is not obligated to supply electricity to Customer unless and until: (1) Company's form of Application for Supply of Electricity is executed by Customer and accepted by Company; (2) in cases where it is necessary to cross private property to deliver electricity to Customer, Customer conveys or causes to be conveyed to Company, without cost to Company, a right of way easement, satisfactory to Company, across such private property for the construction, maintenance, and operation of Company's lines and facilities, necessary to the delivery of electricity by Company to Customer: provided, however, in the absence of a formal conveyance, Company, nevertheless, shall be vested with an easement over Customer's premises authorizing it to do all things necessary to the construction, maintenance, and operation of its lines and facilities for such purpose; (3) any inspection certificates or permits that may be required by law in the local area are furnished to Company.
- (b) If Company installs a substation or other facilities for service to Customer, any available capacity of such facilities not needed to supply Customer may be used by Company to supply others.
- (c) Company may refuse to furnish electric service to any Applicant, or Customer, who at the time is indebted to Company for electric service previously supplied to such Applicant or Customer, or any other member of his household, or business, in any area served by Company.

3. SERVICE CHARGE

When Company first supplies electricity under any applicable metered Schedule, Customer shall pay Company a service charge of \$17.00, except a Landlord Agreement Customer shall pay a service charge of \$5.35, which shall be in addition to all other charges under the Service Agreement. This service charge shall become a part of the first bill rendered thereafter to Customer for electricity supplied at such premises unless it is paid in advance of the rendition of such bill.

4. DEPOSITS

The collection of Customer deposits shall be in accordance with Section 103-331 of the Rules and Regulations Governing Service Supplied by Electric Systems in South Carolina issued by the Public Service Commission of South Carolina.

5. USE OF ELECTRICITY

Electricity shall be supplied directly to Customer by Company and shall be used by Customer only for the purposes specified in, and in accordance with, the Agreement. Electricity supplied by Company shall be for Customer's use only and may not be sold directly on a metered or unmetered basis by Customer to lessees, tenants or others and under no circumstances may Customer or other person or concern install or maintain any meter for the purpose of metering electricity supplied with the object of rendering a bill therefor unless authorized by Company's Schedule attached to and made a part of the Agreement.

A Customer who desires electricity for more than one classification of use on the same premises shall execute a separate Agreement for each separate classification, Customer's wiring being so arranged that electricity for each separate classification can be metered separately. When Customer conducts a business in his residence, for which business electricity is used, Company will supply all electricity through one meter under the Schedule applicable to the classification for his business use, unless Customer's wiring is so arranged that his residential use and his business use can be separately metered, in which event the appropriate Schedule will be applied to each such use.

In the event Customer utilizes a form of load control, such controls shall not cause a demand to be placed on Company's facilities which, in Company's opinion, unreasonably exceeds the integrated metered demand. Company reserves the right to determine the maximum fifteen-minute demand on a rolling time interval rather than the time interval of the metering facility in order to reflect the effect of any such controlled demand. The rolling time interval may or may not coincide with a time interval, if any, being supplied to Customer.

Customer shall not without the written assent of Company connect his installation to lines which cross over or under any public or semi-public space in order to supply electricity purchased through one meter to his adjacent properties. Such written assent may be given only in instances where such adjacent properties are operated as one integral unit under the same name and proprietorship and for carrying on parts of the same business, and where a separate type of business is not involved.

6. CONTRACT DEMAND

(a) The Contract Demand shall be the kW of demand specified in the Service Agreement. In cases where any change is required in Company's facilities due to the actual demand exceeding the Contract Demand or due to Customer requesting an increase in available capacity, Company may require Customer to execute a new Agreement or amend an existing Agreement, thereby establishing a new Contract Demand. If Company is unable to supply such actual or requested increase, then upon written request, Customer will not exceed the existing Contract Demand or such amount in excess thereof as Company determines it is able to provide.

(b) If Customer desires to reduce the effective Contract Demand at any time prior to the time the Billing Demand of the applicable Schedule first equals or exceeds the Contract Demand, Company may agree to reduce the Contract Demand to the number of kilowatts specified in writing by Customer provided Customer pays to Company a sum of money equal to the estimated cost (after deducting the then value of usable materials and facilities and the salvage value of nonusable materials and facilities) of installing and removing the existing facilities in place for serving Customer, plus any money spent by Company which would not have been spent if Customer had originally requested the reduced Contract Demand less 10% (20% if Customer is served from Company's distribution system) for each full year such facilities shall have been in service. The agreed upon reduction shall be effective with the beginning of the next ensuing billing period.

The Company reserves the right to reduce its facilities to the capacity adequate to serve the Customer's maximum 15-minute demand of the preceding twelve billing months and to amend the Service Agreement to such maximum demand. If Customer desires that Company not change its facilities, Company may agree to do so provided Customer executes a Service Agreement for the amount such facilities were installed to serve.

(c) If Customer increases his load without adequate notice to Company, and without receiving Company's consent, and such unauthorized increase causes loss of or damage to Company's facilities, the cost of making good such loss or repairing such damage shall be paid by Customer.

7. LOW POWER FACTOR ADJUSTMENT

Customer shall at all times maintain a power factor at the point of delivery as nearly 100 percent as practicable; however, if Customer's power factor is found to be less than 85%, Company will increase the monthly bill by a sum equal to \$0.30 multiplied by the difference between the maximum reactive kilovolt-amperes (kVAR) registered or computed by a demand meter suitable for measuring the demands used during any 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

8. BILLING

- (a) Company's meters will be read and bills rendered monthly at regular intervals of approximately 30 days. (By special order of the regulatory agencies bimonthly reading is permitted under certain conditions.)
- (b) If Company is unable to read Customer's meter for any reason, his use may be estimated by Company on the basis of his use during the next preceding billing period for which readings were obtained, unless some unusual condition is known to exist. A bill rendered on the basis of such estimate shall be as valid as if made from actual meter readings.
- (c) The term "Month" or "Monthly" as used in Company's Schedules and Riders refers to the interval transpiring between the previous meter reading date and the current reading date and bills shall be rendered accordingly, except that if the period covered by an initial or final bill or due to rerouting of meter reading schedule is more or less than 28-34 days, the bill will be prorated based on a 30-day billing month.

9. METER STOPPAGE OR ERROR

In the event a meter fails to register accurately within the allowable limits established by the state regulatory body having jurisdiction, Company will adjust the measured usage for the period of time the meter was shown to be in error, not exceeding 60 days, just prior to the removal of such meter from service. Company shall refund or credit to Customer or Customer shall pay to Company the difference between the amount billed and the estimated amount which would have been billed had the meter not exceeded the allowable limits. No part of any minimum service charge shall be refunded.

10. POINT OF DELIVERY

The point of delivery is the point where Company's service conductors are, or are to be, connected to Customer's conductors. Customer shall do all things necessary to bring his service conductors to such point of delivery for connection to the Company's service conductors, and he shall maintain his said conductors in good order at all times. Unless otherwise stipulated in the Agreement, the point of delivery shall be located as follows:

- (a) In cases of a connection of Company's overhead service conductors to Customer's overhead service conductors, such point of delivery shall be on the outside of the wall of Customer's building where Company's service conductors may be conveniently extended and anchored.
- (b) In cases of connection of Company's overhead service conductors to Customer's underground service conductors, such point of delivery shall be at a place on Company's nearest pole approximately one foot below the Company's conductors from which Customer is to be supplied.
- (c) In cases of connection of Company's underground service conductors to Customer's service conductors, such point of delivery shall be at a place on the outside wall of Customer's building to which Company's conductors may be conveniently extended and terminated.
- (d) In cases where a ground type substation is installed by Company to supply electricity to Customer, the point of delivery shall be at a place designated by Company on its substation structure.
- (e) In cases where a service entrance panel box was installed by Company on the exterior of the outside wall of Customer's dwelling for the purpose of supplying electricity under Company's All Electric Residential Service Schedule, the point of delivery shall be the point where Customer's conductors are connected to Company's conductors in such panel box.

- (f) In cases where electric wiring was installed by Company in residences or apartment buildings with service entrances of 400 amperes or larger, by connection from Company's overhead service conductors, for the purpose of supplying electricity under Company's All Electric Residential Service Schedule, the point of delivery shall be the point where Company's conductors are connected to the main switch owned by Customer, or the point where Customer's conductors are connected to the meter trough provided for multiple dwelling units if there is not a main switch for all dwelling units.

Where special circumstances render it impracticable for the point of delivery to be located as above stated, then it shall be at a place selected or approved by Company and when so done the Customer shall bring his service conductors to and maintain them at such place.

11. INSTALLATIONS

- (a) By Company: Company shall install, own, operate, and maintain all lines and equipment located on its side of the point of delivery. It shall also furnish and install the necessary meter, and meter transformers where necessary, for measuring the electricity used, though such meter will usually be located on Customer's side of the point of delivery. When Customer requests Company to supply electricity to a single premises in a special manner requiring facilities over and above those normally provided by Company, such extra facilities will be provided, if Company finds it practicable, under the following conditions:

- (1) The facilities will be a kind and type normally used by or acceptable to Company and will be installed at a place and in a manner satisfactory to Company.
- (2) Customer will pay to Company a Monthly Facilities Charge of 1.0 percent of the estimated installed cost and rearrangement cost of all facilities required, including metering, in addition to those Company would have provided, but not less than \$25 per month.
- (3) If Company increases its investment, other than replacement of existing equipment with equipment of equal capacity and kind, in facilities necessary to supply Customer's special electric requirements (including conversion of the primary voltage to a higher voltage), the monthly charge for providing the extra facilities will be adjusted at that time. The Customer may terminate the extra facilities in accordance with the applicable termination provisions or continue the extra facilities under the changed conditions.
- (4) In lieu of the Monthly Facilities Charge of 1.0 percent, Customer may elect to make a contribution for the extra facilities as determined in 11(a)(2) and (3) above. After such payment, the Monthly Facilities Charge for the extra facilities will be 0.3 percent of said payment.
- (5) When Customer desires more than one point of delivery to a single premises at one or more voltages with a meter installation, acceptable to Company, to obtain the total kilowatt-hours and simultaneous kilowatts of demand, Company will furnish such service under the applicable terms and conditions of this Section 11.

Only those points of delivery located external to Customer's plant structure may be included in a totalized metering system arrangement. In case of a primary meter installation, the installed cost of metering equipment will not be included as extra facilities nor will the metering equipment be compensated for line or transformation losses.

- (6) Company shall not be required to make such installation of facilities in addition to those normally provided until Customer has signed such agreements, including provisions for termination, as may be required by Company.

- (7) The cost basis for Extra Facilities provided before January 1, 2017, shall continue to apply until a change in Customer's requirements necessitates a recalculation of the facilities that Company normally would have provided for standard electric service.
- (b) By Customer: Customer shall install, own, operate and maintain all lines, service conductors, meter bases, and equipment, exclusive of Company's meter and meter transformers on Customer's side of the point of delivery and Customer will be the owner and have exclusive control thereof as well also as of all electricity after it passes the point of delivery. Customer shall so arrange his wiring that all electricity for one type of use can be supplied at one point of delivery and measured by a single meter. Except under special circumstances, Company's meter will be located on Customer's side of the point of delivery, and when it is to be so located Customer must make suitable provisions in his wiring for the convenient installation of the type of meter Company will use, and at a place suitable to Company. Customer's service entrance conductors shall not be installed within hollow walls unless the conductors are in conduit. Service entrance conductors not installed in conduit must be readily visible on the source side of Company's meter. Where a socket-type meter is to be used, Customer will provide, install at a place suitable to Company, own, and maintain a meter base or meter/switch enclosure to accommodate Company's meter under the following conditions: (1) the meter base or meter/switch enclosure shall be in accordance with Company specifications and bear the seal of approval of UL or other recognized authority in the industry, (2) Customer agrees to allow Company to install, maintain, and exercise exclusive control over all Company-owned facilities located inside Customer-owned meter base or meter/switch enclosure, including termination of Company-owned conductors to the line side terminals of Customer's meter base or meter/switch enclosure, (3) Customer agrees to allow Company to open and inspect the meter base or meter/switch enclosure at any time, and (4) Customer shall notify Company and obtain permission before altering or performing maintenance inside the meter base or metering section of the meter/switch enclosure. Socket-type meter bases furnished by Company prior to January 1, 1991 will continue to be owned by Company until replacement of meter base is necessary, at which time Customer will provide, install at a place suitable to Company, own, and maintain a replacement meter base under the above conditions.
- Customer shall not utilize any equipment, appliance, or device which tends to affect adversely Company's supply of service to, or the use of service by, Customer or others. Customer shall not install gaseous discharge lighting with a power factor of less than 90 percent lagging. When polyphase service is supplied by Company, Customer shall control his use so that his load will be maintained in reasonable electrical balance between the phases at the point of delivery. Customer shall install and maintain devices adequate to protect his equipment against irregularities on Company's system, including devices to protect against single phasing.
- (c) Access To Premises: The duly authorized agents of Company shall have the right of ingress and egress to the premises of Customer at all reasonable hours over the same general route as Customer utilizes for the purpose of reading meters, inspecting Company's wiring and apparatus, changing, exchanging, or repairing its property on the premises of Customer and to remove such property at the time of or at any time after suspension of service or termination of Agreement.
- (d) Protection: Customer shall protect Company's wiring and apparatus on Customer's premises and shall permit no one but Company's agents to handle same. In the event of any loss or damage to such property of Company caused by or arising out of carelessness, neglect, or misuse by Customer, his employees or agents, the cost of making good such loss or repairing such damage shall be paid by Customer. In cases where Company's service facilities on Customer's premises require abnormal maintenance due to Customer's operation, Customer shall reimburse Company for such abnormal maintenance.

12. CONTINUANCE OF SERVICE AND LIABILITY THEREFORE

Company does not guarantee continuous service but shall use reasonable diligence at all times to provide an uninterrupted supply of electricity and having used reasonable diligence shall not be liable to Customer for damage, for failure in, or for interruptions or suspensions of, the same.

Company reserves the right to suspend service without liability on its part at such times and for such periods and in such manner as it may deem advisable (a) for the purpose of making necessary adjustments to, changes in, or repairs on its lines, substations, and facilities and (b) in cases where, in its opinion, the continuance of service to Customer's premises would endanger persons or property.

In the event of an adverse condition or disturbance on the system of Company, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, Company may, without incurring liability, interrupt service to customers or areas and take such other action as appears reasonably necessary.

Customer assumes responsibility for and shall indemnify, defend, and save the Company harmless against all liability, claims, judgments, losses, costs, and expenses for injury, loss, or damage to persons or property including personal injury or property damage to Customer and his employees on account of defective construction, wiring, or equipment, or improper or careless use of electricity, on Customer's side of the point of delivery.

13. GOVERNMENT RESTRICTIONS

The delivery date, quantity, and type of electricity to be supplied by Company are subject to changes, restrictions, curtailments, or complete suspensions by Company as may be deemed by it to be necessary or advisable (a) on account of any lawful order or regulation of any municipal, State, or Federal government or agency thereof, or order of any court of competent jurisdiction, or (b) on account of any emergency or shortage due to war or catastrophe, or during the duration thereof, all without liability on the part of the Company therefore.

14. COSTS INCURRED IN PREPARING TO SERVE CUSTOMER

If a prospective customer advises Company that he intends to contract for electric service with Company, and Company incurs costs in preparing to furnish service to him, and thereafter he fails to enter into a written Service Agreement with Company within a reasonable time after the date when he advises Company that he expects to begin receiving service, then such prospective customer shall be liable to Company for all costs reasonably incurred by Company in preparing to serve him.

15. SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

16. GENERAL

- (a) Whenever the term "service" or "electric service" is used in these Service Regulations or other portions of the Agreement, it shall be construed to refer to the electricity supplied to Customer.
- (b) The term "Company's service conductors" means Company's wires extending from the point of connection with Company's supply line to the point of delivery.
- (c) The term "Customer's service conductors" shall mean Customer's wires extending from the point of delivery to the switch box or other point where the branch circuits connect for the purpose of distributing the electricity taken from Company to his various places of use.
- (d) The term "service connection" means the connection of Company's service conductors to Customer's service conductors.

TERMS AND CONDITIONS FOR THE PURCHASE OF ELECTRIC POWER

I. PURCHASE POWER AGREEMENT

These "Terms and Conditions" provide a mechanism through which Duke Energy Progress, LLC, hereafter called "Company," will agree to purchase energy or capacity or both from an Eligible Qualifying Facility as defined in the Purchased Power Schedule PP. This Purchase Power Agreement is solely for the purchase of electricity produced by Seller's generation, net of generator auxiliary requirement, and does not provide for the sale of any electric service by Company to Seller.

- (a) Description - The Purchase Power Agreement (hereinafter sometimes termed "Agreement") shall consist of (1) Company's form of Purchase Power Agreement when signed by Seller and accepted by Company, (2) the applicable Schedule for the purchase of electricity as specified in the Purchase Power Agreement, and (3) these Terms and Conditions for the Purchase of Electric Power (hereinafter referred to as "Terms and Conditions"), and all changes, revisions, alterations therein, or substitutions therefor lawfully made.
- (b) Application of Terms and Conditions and Schedules - All Purchase Agreements in effect at the effective date of this tariff or that may be entered into in the future, are made expressly subject to these Terms and Conditions, and subject to all applicable Schedules as specified in the Purchase Power Agreement, and any changes therein, substitutions thereof, or additions thereto lawfully made, provided no change may be made in rates or in essential terms and conditions of this contract except by agreement of the parties to this contract or by order of the state regulatory authority having jurisdiction (hereinafter "Commission").
- (c) Conflicts - In case of conflict between any provision of a Schedule and of these Terms and Conditions, the provision of the Schedule shall prevail.
- (d) Waiver - The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.
- (e) Assignment of Agreement - A Purchase Agreement between Company and Seller may be transferred and assigned by Seller to any person, firm, or corporation purchasing or leasing and intending to continue the operation of the plant or business which is interconnected under such Agreement, subject to the written approval of Company. Company will grant such approval upon being reasonably satisfied that the assignee will fulfill the terms of the Agreement and if, at the Company's option, a satisfactory guarantee for the payment of any applicable bills is furnished by assignee. However, before such rights and obligations are assigned, the assignee must first obtain necessary approval from all regulatory bodies including, but not limited to, the Commission.
- (f) Notification of Assignment, Transfer or Sale - In the event of an assignment of the rights and obligations accruing to Seller under this Agreement, or in the event of any contemplated sale, transfer or assignment of the Facility, the Seller shall, in addition to obtaining the approvals hereof, provide a minimum of 30 days prior written notice advising Company of any plans for such an assignment, sale or transfer.
- (g) Suspension of Sales Under Agreement at Seller's Request - If Seller is temporarily unable to produce the electricity contracted for due to physical destruction of, or damage to, his premises, Company will, upon written request of Seller, and for a period Company deems as reasonably required to replace or repair such premises, suspend billing under the Agreement, exclusive of any Monthly Facilities Charges, effective with the beginning of the next sales period.
- (h) Termination of Agreement at Seller's Request - If Seller desires to terminate the Agreement, Company will agree to such termination if all bills for services previously rendered to Seller

including any termination or other charges applicable under any agreement to interconnect, plus any applicable termination charges, have been paid. Termination charges shall consist of any applicable termination charges for premature termination of capacity as set forth in paragraphs 4 and 6 of these Terms and Conditions. Company may waive the foregoing provision if Company has secured or expects to secure from a new occupant or operator of the premises an Agreement satisfactory to Company for the delivery of electricity to Company for a term not less than the unexpired portion of Seller's Agreement.

- (i) Company's Right to Terminate or Suspend Agreement - Company, in addition to all other legal remedies, may either terminate the Agreement or suspend purchases of electricity from Seller (1) for any default or breach of Agreement by Seller, (2) for fraudulent or unauthorized use of Company's meter, (3) for failure to pay any applicable bills when due and payable, (4) for a condition on Seller's side of the point of delivery actually known by Company to be, or which Company reasonably anticipates may be, dangerous to life or property, or (5) due to Seller's inability to deliver to Company the quality and/or quantity of electricity mutually agreed to in the Purchase Agreement.

No such termination or suspension, however, will be made by Company without written notice delivered to Seller, personally or by mail, stating what in particular in the Agreement has been violated, except that no notice need to be given in instances set forth in 1.(i)(2) above. Company shall give Seller a minimum of thirty (30) calendar days prior written notice before suspending or terminating the Agreement pursuant to provisions 1.(i)(1), (3), and (5). Company shall give Seller five (5) calendar days prior written notice before suspending or terminating the Agreement pursuant to provision 1.(i)(4).

Failure of Company to terminate the Agreement or to suspend the purchase of electricity at any time after the occurrence of grounds therefor, or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect Company's right later to resort to any one or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

Any suspension of the purchase of electricity by Company or termination of the Agreement upon any authorized grounds shall in no way operate to relieve Seller of Seller's liability to compensate Company for services and/or facilities supplied, nor shall it relieve Seller (1) of Seller's liability for the payment of minimum monthly charges during the period of suspension, nor (2) of Seller's liability for damages, if the Agreement has been terminated, in the amount of (a) the minimum monthly charges which would have been payable during the unexpired term of the Agreement plus (b) the Early Contract Termination charge as set forth in these Terms and Conditions.

2. CONDITIONS OF SERVICE

- (a) Company is not obligated to purchase electricity from Seller unless and until: (1) Company's form of Purchase Power Agreement is executed by Seller and accepted by Company; (2) in cases where it is necessary to cross private property to accept delivery of electricity from Seller, Seller conveys or causes to be conveyed to Company, without cost to Company, a right-of-way easement, satisfactory to Company, across such private property which will provide for the construction, maintenance, and operation of Company's lines and facilities, necessary to receive electricity from Seller; provided, however, in the absence of a formal conveyance, Company nevertheless, shall be vested with an easement over Seller's premises authorizing it to do all things necessary including the construction, maintenance, and operation of its lines and facilities for such purpose; and (3) any inspection certificates or permits that may be required by law in the local area are furnished to Company. Where not required by law, an inspection by a Company-approved inspector shall be made at Seller's expense. In the event Seller is unable to secure such

necessary rights of way, Seller shall reimburse Company for all costs Company may incur for the securing of such rights of way.

The obligation of Company in regard to service under the Agreement are dependent upon Company securing and retaining all necessary rights-of-way, privileges, franchises, and permits, for such service. Company shall not be liable to any Seller in the event Company is delayed or prevented from purchasing power by Company failure to secure and retain such rights-of-way, privileges, franchises, and permits.

- (b) Seller shall operate its Facility in compliance with all applicable operating guidelines established by the North American Electric Reliability Corporation ("NERC") and the SERC Reliability Corporation ("SERC") or any successor thereto.
- (c) Seller shall submit a request to interconnect. Company shall not be required to install facilities to support interconnection of Seller's generation or execute the Purchase Power Agreement until Seller has signed an agreement to interconnect, as may be required by Company.
- (d) If electricity is received through lines which cross the lands of the United States of America, a state, or any agency or subdivision of the United States of America or of a state, Company shall have the right, upon 30 days' written notice, to discontinue receiving electricity from any Seller or Sellers interconnected to such lines, if and when (1) Company is required by governmental authority to incur expenses in the relocation or the reconstruction underground of any portion of said lines, unless Company is reimbursed for such expense by Sellers or customers connected thereto, or (2) the right of Company to maintain and operate said lines is terminated, revoked, or denied by governmental authority for any reason.

3. DEFINITIONS

- (a) Nameplate Capacity: The term "Nameplate Capacity" shall mean the manufacturer's nameplate rated output capability of the generator. For multi-unit generator facilities, the "Nameplate Capacity" of the facility shall be the sum of the individual manufacturer's nameplate rated output capabilities of the generators.
- (b) Net Capacity: The term "Net Capacity" shall mean the Nameplate Capacity of the Seller's generating facilities, less the portion of that capacity needed to serve the generating facilities' Auxiliary Load.
- (c) Auxiliary Load: The term "Auxiliary Load" shall mean power used to operate auxiliary equipment in the facility necessary for power generation (such as pumps, blowers, fuel preparation machinery, and exciters).
- (d) Whenever the term "purchase" or "purchase of electricity" is used in these Terms and Conditions or other portions of the Agreement, it shall be construed to refer to the electricity supplied to Company by Seller.
- (e) The term "Company's conductors" shall mean Company's wires extending from the point of connection with Company's existing electric system to the point of delivery.
- (f) The term "Seller's conductors" shall mean Seller's wires extending from the point of delivery to the switch box or other point where Seller's circuits connect for the purpose of supplying the electricity produced by Seller.
- (g) The term "interconnection" shall mean the connection of Company's conductors to Seller's conductors.

4. CONTRACT CAPACITY

- (a) The Contract Capacity shall be the kW of capacity specified in the Purchase Power Agreement. This term shall mean the maximum continuous electrical output capability expressed on an alternating current basis of the generator(s) at any time, at a power factor of approximately unity, without consuming VARs supplied by Company, as measured at the Point of Delivery and shall be the maximum kW delivered to Company during any billing period. In cases where any change is required in Company's facilities due to the actual capacity delivered exceeding the Contract Capacity or due to Seller requesting an increase in the capacity of Company's facilities, Company may require Seller to execute a new Agreement or amend an existing Agreement, thereby establishing a new Contract Capacity. If Company's facilities cannot be upgraded to accept such actual or requested increase, then upon written notice, Seller shall not exceed the existing Contract Capacity or such amount in excess thereof as Company determine it is able to accept.
- (b) Seller shall not change its generating capacity or contracted estimated annual kWh energy production without adequate notice to Company, and without receiving Company's consent, and such unauthorized increase causes loss of or damage to Company's facilities, the cost of making good such loss or repairing such damage shall be paid by Seller.
- (c) Company may require that a new Contract Capacity be determined when it reasonably appears that the capacity of Seller's generating facility will deviate from contracted or established levels for any reason, including, but not limited to, a change in water flow, steam supply, or fuel supply.
- (d) In the event that the Contract Capacity is terminated, in whole or in part, prior to the completion of the term of the Agreement, the Seller shall pay to Company a penalty as set forth in paragraph 6, below.

5. CONTRACT ENERGY

The Contract Energy specified in the Purchase Power Agreement shall be the estimated total annual kilowatt-hours registered or computed by or from Company's metering facilities for each time period during a continuous 12-month interval.

6. EARLY CONTRACT TERMINATION OR INCREASE IN CONTRACT CAPACITY OR CONTRACT ENERGY

If Seller terminates the Agreement prior to the expiration of the initial (or extended) term of the Purchase Agreement, the following payment shall be made to Company by Seller:

Early Contract Termination – Seller shall pay to Company the total Energy and/or Capacity credits received in excess of the sum of what would have been received under the Variable Rate for Energy and/or Capacity Credits applicable at the initial term of the contract period and as updated every two years, plus interest. The interest should be the weighted average rate for new debt issued by the Company in the calendar year previous to that in which the Agreement was commenced.

Increase In Contract Capacity – Seller may apply to Company to increase the Contract Capacity during the Contract Period and, upon approval by Company, future Monthly Delivered Capacities shall not exceed the revised Contract Capacity. If such increase in Contract Capacity results in additional costs associated with redesign or a resizing of Company's facilities, such additional costs to Seller shall be determined in accordance with any agreement to interconnect.

7. CONTRACT RENEWAL

This Agreement shall be subject to renewal for subsequent term(s) at the option of Company on substantially the same terms and provisions and at a rate either (1) mutually agreed upon by the parties

negotiating in good faith and taking into consideration the Company's then avoided cost rates and other relevant factors, or (2) set by the Commission.

8. QUALITY OF ENERGY RECEIVED

- (a) Seller has full responsibility for the routine maintenance of his generating and protective equipment to insure that reliable, utility grade electric energy is being delivered to Company.
- (b) Seller's facility shall be operated in such a manner as to generate reactive power as may be reasonably necessary to maintain voltage levels and reactive area support as specified by Company. Any operating requirement is subject to modification or revision if warranted by future changes in the distribution or transmission circuit conditions.
- (c) Seller may operate direct current generators in parallel with Company through a synchronous inverter. The inverter installation shall be designed such that a utility system interruption will result in the removal of the inverter infeed into the Company's system. Harmonics generated by a DC generator-inverter combination must not adversely affect Company's supply of electric service to, or the use of electric service by Company's other customers, and any correction thereof is the full responsibility of Seller.
- (d) In the event Company determines, based on calculations, studies, analyses, monitoring, measurement or observation, that the output of the Facility will cause or is causing the Company to be unable to provide proper voltage levels to its customers, Seller shall be required to comply with a voltage schedule and/or reactive power output schedule as prescribed by Company.
- (e) Seller shall provide Company written notification of any material changes to their generation system, support equipment such as inverters, or interconnection facilities and shall provide Company adequate time to review such changes to ensure continued safe interconnection prior to implementation.
- (f) Failure of Seller to comply with either (a), (b), (c), (d) or (e) above will constitute grounds for Company to cease parallel operation with Seller's generation equipment and constitute grounds for termination or suspension of the Agreement as set forth under paragraph 1, above.

9. BILLING

- (a) Meters will be read and bills rendered monthly. Readings are taken each month at intervals of approximately thirty (30) days.
- (b) If Company is unable to read its purchase meter for any reason, Seller's production may be estimated by Company on the basis of Seller's production during the most recent preceding billing period for which readings were obtained, unless some unusual condition is known to exist. A bill or payment rendered on the basis of such estimate shall be as valid as if made from actual meter readings.
- (c) The term "Month" or "Monthly", as used in Company's Schedules and Riders, refers to the period of time between the regular meter readings by the Company, except that if the period covered by an initial or final bill, or due to rerouting of the meter reading schedule, is more than 34 or less than 28 days, the bill will be prorated based on a 30-day billing month.
- (d) Payments for capacity and/or energy will be made to Seller based on the rate schedule stated in the Purchase Power Agreement.
- (e) Company reserves the right to set off against any amounts due from the Company to Seller, any amounts which are due from Seller to Company, including, but not limited to, unpaid charges pursuant to the agreement to interconnect or past due balances on any accounts Seller has with

Company for other services. Company shall include a written description of any amounts setoff due from Company to Seller in the applicable monthly bill.

10. RECORDS

In addition to the regular meter readings to be taken monthly for billing purposes, Company may require additional meter readings, records, transfer of information, etc. as may be agreed upon by the Parties. Company reserves the right to provide to the Commission or the FERC or any other regulatory body, upon request, information pertaining to this Agreement, including but not limited to: records of the Facility's generation output and Company's purchases thereof (including copies of monthly statements of power purchases and data from load recorders and telemetering installed at the Facility); copies of this Agreement. The Company will not provide any information developed solely by Seller and designated by Seller in writing to be "proprietary" unless expressly required to do so by order of the Commission or the FERC or any other regulatory body or court, in which event, the Company will notify Seller prior to supplying the proprietary information. The Company will provide the proprietary information under the applicable procedures of the Commission, the FERC or other regulatory body or court for the submission of proprietary and confidential information, but shall not be required to otherwise defend or support the designation of the information as proprietary. Any and all support, defense or justification of the designation of the information as proprietary shall be the sole and exclusive responsibility of Seller.

11. METER STOPPAGE OR ERROR

In the event a meter fails to register accurately within the allowable limits established by the state regulatory body having jurisdiction, Company will adjust the measured energy for the period of time the meter was shown to be in error, and shall, as provided in the rules and regulations of the state regulatory body having jurisdiction, pay to Seller, or Seller shall refund to Company, the difference between the amount billed and the estimated amount which would have been billed had the meter accurately registered the kilowatt hours provided by Seller. No part of any minimum service charge shall be refunded.

12. POINT OF DELIVERY

The point of delivery is the point where Company's conductors are, or are to be, connected to Seller's conductors. Seller shall do all things necessary to bring its conductors to such point of delivery for connection to Company's conductors, and shall maintain said conductors in good order at all times. If Seller chooses to deliver power to Company through a point of delivery where Seller presently receives power from Company, then the point of delivery for the purchase of generation shall be the same point as the point of delivery for electric service.

13. INTERCONNECTION FACILITIES

Unless otherwise addressed in a separate agreement to interconnect, the following conditions shall apply to Interconnection Facilities necessary to deliver Seller's electricity to Company.

- (a) By Company: Company shall install, own, operate, maintain, and otherwise furnish all lines and equipment located on its side of the point of delivery to permit parallel operation of the Seller's facilities with the Company's system. It shall also install and own the necessary metering equipment, and meter transformers, where necessary, for measuring the electricity delivered to Company, though such meter may be located on Seller's side of the point of delivery. Interconnection facilities, installed by either Company or Seller, solely for such purpose, include, but are not limited to connection, line extension, transformation, switching equipment, protective relaying, metering, telemetering, communications, and appropriate safety equipment.

Any interconnection facilities installed by Company necessary to receive power from Seller shall be considered extra facilities and shall be provided, if Company finds it practicable, under the following conditions:

- (1) The facilities will be of a kind and type normally used by or acceptable to Company and will be installed at a place and in a manner satisfactory to Company.
 - (2) Seller will pay to Company a Monthly Interconnection Facilities Charge of 1.0 percent of the estimated original installed cost and rearrangement cost of all facilities, including metering, required to accept interconnection, but not less than \$25 per month.. The monthly charge for the Interconnection Facilities to be provided under this Agreement is subject to the rates, Service Regulations and conditions of the Company as the same are now on file with the Commission and may be changed or modified from time to time upon approval by the Commission. Any such changes or modifications, including those which may result in increased charges for the Interconnection Facilities to be provided by the Company, shall be made a part of this Agreement to the same effect as if fully set forth herein.
 - (3) If Company increases its investment, other than replacement of existing equipment with equipment of equal capacity and kind, in interconnection facilities or other special facilities required by Seller (including conversion of the Company's primary voltage to a higher voltage), the Monthly Interconnection Facilities Charge for providing the interconnection facilities will be adjusted at that time. Seller may terminate the interconnection facilities in accordance with the applicable termination paragraph 1 above, or continue the interconnection facilities under the changed conditions.
 - (4) In lieu of the Monthly Interconnection Facilities Charge of 1.0 percent, Seller may elect to make a contribution equal to the total interconnection facilities investment, plus associated tax gross-ups. After such payment, the Monthly Interconnection Facilities Charge for the interconnection facilities will be 0.3 percent of said payment.
 - (5) The Monthly Interconnection Facilities Charge as determined shall continue regardless of the term of the Agreement until Seller no longer has need for such facilities. In the event Seller's interconnection facilities should be discontinued or terminated in whole or in part, such discontinuation or termination should be calculated in accordance with 1, above.
 - (6) Seller's wiring and appurtenant structures shall provide for the location, connection, and installation of Company's standard metering equipment or other equipment deemed necessary by Company for the metering of Seller's electrical output. Company shall, at its expense, be permitted to install, in Seller's wiring or equipment, any special metering devices or equipment as deemed necessary for experimental or monitoring purposes.
 - (7) Company shall furnish and install the Interconnection Facilities no later than the date requested by Seller for such installation. Seller's obligation to pay the Interconnection Facilities charges shall begin on the date that such Interconnection Facilities become operational, except as provided in Paragraph 3.4 hereof, and such charges shall apply at all times thereafter during the term of this Agreement, whether or not Seller is actually supplying electric power to Company.
- (b) By Seller: Seller shall install, own, operate, and maintain all lines, and equipment, exclusive of Company's meter and meter transformers, on Seller's side of the point of delivery. Seller will be the owner and have the exclusive control of, and responsibility for, all electricity on Seller's side of the point of delivery. Seller must conform to any State approved interconnection

requirements. Seller's wiring shall be arranged such that all electricity generated for sale can be supplied to one point of delivery and measured by a single meter. Company's meter may be located on Seller's side of the point of delivery, and when it is to be so located, Seller must make suitable provisions in Seller's wiring, at a place suitable to Company, for the convenient installation of the type of meter Company will use. All of Seller's conductors installed on the Company's side of the meter and not installed in conduit must be readily visible.

Seller shall install and maintain devices adequate to protect Seller's equipment against irregularities on Company's system, including devices to protect against single-phasing. Seller shall also install and maintain such devices as may be necessary to automatically disconnect Seller's generating equipment, which is operated in parallel with Company, when service provided by Seller is affected by electrical disturbances on Company's or Seller's systems, or at any time when Company's system is de-energized from its prime source.

- (c) Access to Premises: The duly authorized agents of Company shall have the right of ingress and egress to the premises of Seller at all reasonable hours for the purpose of reading meters, inspecting Company's wiring and apparatus, changing, exchanging, or repairing Company's property on the premises of Seller, or removing such property at the time of or at any time after suspension of purchases or termination of this Agreement.
- (d) Protection: Seller shall protect Company's wiring and apparatus on Seller's premises and shall permit no one but Company's agents to handle same. In the event of any loss of or damage to such property of Company caused by or arising out of carelessness, neglect, or misuse by Seller or Seller's employees or agents, the cost of making good such loss or repairing such damage shall be paid by Seller. In cases where Company's service facilities on Seller's premises require abnormal maintenance due to Seller's operation, Seller shall reimburse Company for such abnormal maintenance cost.

14. CONTINUANCE OF PURCHASES AND LIABILITY THEREFOR

The Parties do not guarantee continuous service but shall use reasonable diligence at all times to provide for uninterrupted acceptance and supply of electricity. They shall use reasonable diligence at all times to provide satisfactory service, and to remove the cause or causes in the event of failure, interruption, reduction or suspension of service, but neither Party shall be liable for any loss or damage resulting from such failure, interruption, reduction or suspension of service, nor shall same be a default hereunder, when due to any of the following:

- (a) An emergency action due to an adverse condition or disturbance on Company's system, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, or to effect a reduction in service to compensate for an emergency condition on an interconnected system.
- (b) An event or condition of force majeure, as described below.
- (c) Making necessary adjustments to, changes in, or repairs on Company lines, substations, and facilities, and in cases where, in its opinion, the continuance of service from Seller's premises would endanger persons or property.

Seller shall be responsible for insuring the safe operation of his equipment at all times, and will install and maintain, to Company's satisfaction, the necessary automatic equipment to prevent the backfeed of power into, or damage to Company's de-energized system, and shall be subject to immediate disconnection of its equipment from Company's system if Company determines that such

equipment is unsafe or adversely affects Company's transmission/distribution system or service to its other customers.

Seller assumes responsibility for and shall indemnify, defend, and save Company harmless against all liability, claims, judgments, losses, costs, and expenses for injury, loss, or damage to persons or property including personal injury or property damage to Seller or Seller's employees on account of defective construction, wiring, or equipment, or improper or careless use of electricity, on Seller's side of the point of delivery.

15. FORCE MAJEURE

Circumstances beyond the reasonable control of a Party which solely cause that Party to experience delay or failure in delivering or receiving electricity or in providing continuous service hereunder, including: acts of God; unusually severe weather conditions; earthquake; strikes or other labor difficulties; war; riots; fire; requirements shall be deemed to be "events or conditions of force majeure". It also includes actions or failures to act on the part of governmental authorities (including the adoption or change in any rule or regulation or environmental constraints lawfully imposed by federal, state or local government bodies), but only if such requirements, actions or failures to act prevent or delay performance; or transportation delays or accidents. Events or conditions of force majeure do not include such circumstances which merely affect the cost of operating the Facility.

Neither Party shall be responsible nor liable for any delay or failure in its performance hereunder due solely to events or conditions of force majeure, provided that:

- (a) The affected Party gives the other Party written notice describing the particulars of the event or condition of force majeure, such notice to be provided within forty-eight (48) hours of the determination by the affected Party that an event or condition of force majeure has occurred, but in no event later than thirty (30) days from the date of the occurrence of the event or condition of force majeure;
- (b) The delay or failure of performance is of no longer duration and of no greater scope than is required by the event or condition of force majeure, provided that in no event shall such delay or failure of performance extend beyond a period of twelve (12) months;
- (c) The affected Party uses its best efforts to remedy its inability to perform;
- (d) When the affected Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party prompt written notice to that effect; and,
- (e) The event or condition of force majeure was not caused by or connected with any negligent or intentional acts, errors, or omissions, or failure to comply with any law, rule, regulation, order or ordinance, or any breach or default of this Agreement.

16. INSURANCE

Seller shall obtain and retain, for as long as the generation is interconnected with Company's system, either the applicable homeowners insurance policy with liability coverage of at least \$100,000 per occurrence or the applicable comprehensive general liability insurance policy with liability coverage in the amount of at least \$300,000 per occurrence, which protects Seller from claims for bodily injury and/or property damage. This insurance shall be primary for all purposes. Seller shall provide certificates evidencing this coverage as required by Company. Company reserves the right to refuse to establish, or continue the interconnection of Seller's generation with Company's system, if such insurance is not in effect.

17. GOVERNMENTAL RESTRICTIONS

This Agreement is subject to the jurisdiction of those governmental agencies having control over either party or over this Agreement. This Agreement shall not become effective until all required governmental authorizations are obtained. Certification of receipt of all permits and authorizations shall be furnished by Seller to Company upon Company's request. This Agreement shall not become effective unless it and all provisions thereof are authorized and permitted by such governmental agencies without change or conditions.

This Agreement shall at all times be subject to changes by such governmental agencies, and the parties shall be subject to conditions and obligations, as such governmental agencies may, from time to time, direct in the exercise of their jurisdiction, provided no change may be made in rates or in essential terms and conditions of this contract except by agreement of the parties to this contract. Both parties agree to exert their best efforts to comply with all of the applicable rules and regulations of all governmental agencies having control over either party or this Agreement. The parties shall take all reasonable action necessary to secure all required governmental approval of this Agreement in its entirety and without change.

The delivery date, quantity, and type of electricity to be accepted for purchase by Company, from Seller, are subject to changes, restrictions, curtailments, or complete suspensions by Company as may be deemed by it to be necessary or advisable (a) on account of any lawful order or regulation of any municipal, State, or Federal government or agency thereof, or order of any court of competent jurisdiction, or (b) on account of any emergency due to war, or catastrophe, all without liability on the part of the Company therefor.